

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 79 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. W912WJ-04-R-0003		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 09 Apr 2004		6. REQUISITION/PURCHASE NO. W13G86-3349-1437			
7. ISSUED BY DEPT. OF THE ARMY N E DISTRICT, CORPS OF ENGINEERS 696 VIRGINIA ROAD CONCORD MA 01742-2751 TEL: FAX:				CODE DACW33		8. ADDRESS OFFER TO (If other than Item 7) See Item 7 TEL: FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>04:30 PM</u> local time <u>24 May 2004</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME RACHAEL RAPOSA			B. TELEPHONE (Include area code) (NO COLLECT CALLS) 978-318-8249			C. E-MAIL ADDRESS rachael.raposa@usace.army.mil			
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.		
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT			21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN			ITEM		
						(4 copies unless otherwise specified)					
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY				CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)						27. UNITED STATES OF AMERICA			28. AWARD DATE		
TEL: EMAIL:						(Signature of Contracting Officer)					

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices**SECTION B****SUPPLIES OR SERVICES AND PRICES/COSTS****CONTRACT OVERVIEW**

1. Up to Two (2) Indefinite-Delivery / Indefinite Quantity (ID/IQ) Waste Transportation and Disposal (T&D) contracts may be awarded pursuant to FAR 16.504, Multiple award Preference, as a result of this solicitation. Services to be provided include all plant, labor, materials and equipment necessary for providing the transportation and disposal of PCB remediation waste from the New Bedford Harbor Superfund Site as described in Section C Description/Specification/Work Statement. This solicitation includes the initial Task Order requirements for T&D services expected to be performed in Summer/Fall 2004. The scope of T&D services to be provided beyond this initial task order will be as prescribed/described in future individual Task Orders. The cost of this work shall be established in each individual Task Order, based upon the applicable rates in the unit price schedule.

2. The contracts will be awarded under the multiple award concept, as follows:

The Government intends to award up to two (2) contracts under this Solicitation, but reserves the right to award only one contract. The contracts will be acquired as unrestricted contracts utilizing competitive, formal source selection procedures. The Joint Total Acquisition Value (JTAV) for these unrestricted contract(s) awarded under this solicitation shall not exceed \$70,000,000.00 over the contract duration. All work will be solely associated with the New Bedford Harbor Superfund Project. Section J, Attachment 7 includes the Unit Price Schedule (UPS) that lists project line items associated with the first Task Order under this contract. Future Task Orders will be issued competitively to the contract awardee(s) on an as needed basis and will be awarded to one contractor based on the criteria identified in paragraph 3 below. Each Contractor will not necessarily be awarded equal amounts of the cumulative contract amount.

Contract guaranteed minimums: In accordance with EFARS 16.504, the Contracting Officer has established a guaranteed minimum of \$250,000 (base period) for each awardee.

3. The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to one or more sources under this solicitation.

In the case of awarding multiple task order contracts, each contractor will be afforded a fair opportunity to be considered for each task order in excess of \$2,500 based on the multiple

award ordering procedures provided in FAR 16.505(b), except as provided in FAR 16.505(b)(2).

The contracting officer will use broad discretion and will consider the following factors when awarding a task order:

- a. performance, quality and cost control of deliverables under the current IDCs
- b. an awardee's ability to accomplish the order in the required time
- c. uniquely specialized experience
- d. price
- e. other factors the Contracting Officer deems relevant

Specific tasks and pricing information for work to be performed under this contract are included in this solicitation for work to be performed in 2004 and 2005 (Task Order No. 1). Work performed beyond this period will be included in future individual Task Orders. Certain cost data and information will be required with the contractor's proposal and is specified in Section L of this solicitation.

4. Duration/Capacity: The New Bedford project has an overall duration of approximately 11 years. The duration of all T&D contracts awarded under this solicitation will be a five-year base period and each year thereafter will be added as an award term (see section H for details). The total cumulative value of the contract(s) awarded under this solicitation shall not exceed \$70,000,000.00 over the contract duration. The contract(s) will remain active until contract expiration or until the contractual dollar limits are reached. The performance period for task orders issued against the base contracts shall not exceed one year.
5. This Request for Proposal (RFP) contains the Unit Price Schedule, T&D of Bulk PCB Remediation Waste from Dewatering Facility. A separate unit price schedule for each year of the eleven years is included. The cost of each individual task order will be based upon the applicable UPS.
6. Source selection procedures for this acquisition will be in accordance with FAR Part 15 Contracting by Negotiation.
7. The T&D Contractor(s) shall provide transportation and disposal services in complete compliance with this request for proposal (RFP). It is the Government's intent to issue firm-fixed price task orders against these contract(s) based upon the unit price schedules in Section J, Attachment 7. Task orders will be issued using multiple award procedures.
8. All work is considered services and is covered under the Service Contract Act Wage Rates.
9. Award of contracts under this solicitation will be made under the North American Industrial Classification System (NAICS) code of 562211.

Section C - Descriptions and Specifications**DESCRIPTION/SPECIFICATION/WORK STATEMENT****1.0 PURPOSE****2.0 PROJECT BACKGROUND****3.0 DESCRIPTION OF WORK****4.0 GENERAL REQUIREMENTS AND RESPONSIBILITIES**

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DESCRIPTION/SPECIFICATION/WORK STATEMENT

1.0 PURPOSE

The U.S. Army Corps of Engineers, New England District will be acquiring up to two (2) Waste Transportation and Disposal (T&D) contracts through a single procurement in order to support the New Bedford Harbor Superfund Project. The purpose of this solicitation is to evaluate and select for contract award qualified offerors that represent a “Best Value” to the Government, considering price and technical evaluation.

These contracts will be dedicated to the execution of transportation and disposal activities associated with PCB contaminated sediments generated at the New Bedford Harbor Superfund Site, Dewatering Facility. Obtaining the necessary disposal capabilities and landfill capacities will allow the remediation of the harbor to continue without delay.

2.0 PROJECT BACKGROUND

The New Bedford Harbor Superfund site is located in New Bedford, Fairhaven and Acushnet, Massachusetts (Attachment No. 1 - Site Location Map). The remediation of this site involves the excavation and dredging of approximately 880,000 cubic yards of PCB contaminated sediment. A portion of this dredge material will be mechanically processed at the Dewatering Facility to be located on Herman Melville Blvd (Attachment No. 2 - Project Location Map). A Total Environmental Restoration Contract (TERC) will be utilized to accomplish the dredging/excavation, mechanical dewatering and loading of dredge material into the T&D vendor's containers.

Dredging and Excavation: Over a 5 to 11 year period an estimated 880,000 cubic yards (CY) of contaminated sediments will be dredged from the upper, lower and outer harbor. The estimated annual amount of dredging and excavation will range from a minimum of 40,000 CY per year to a maximum of 150,000 CY per year, depending on the level of future project funding.

Mechanical De-Watering: The dredge material (i.e., clay, silts, and sand) will be de-sanded and then mechanically dewatered utilizing a state-of-the-art dewatering process. The dewatering process will be performed at the Dewatering Facility location. The construction of this facility is scheduled to be complete in June 2004. The dredging, mechanical dewatering operation and the subsequent waste transportation and disposal is scheduled to commence in the summer/fall of 2004.

Off-Site Disposal of Bulk PCB Remediation Waste: The estimated total project amount of mechanical dewatered material i.e., “filter cake” that will require off-site disposal from the Dewatering Facility will range from a minimum amount of 300,000 tons to a maximum of 450,000 tons.

Future Decision Making: The need to dispose the higher range of tonnage listed above at offsite facilities will depend on future formal decision making by the U.S. EPA. As explained in an August 2002 Explanation of Significant Differences (See page 2 of the ESD) the actual costs of offsite disposal will be an important factor in the decision whether to use local CDFs (confined disposal facilities) or offsite facilities. This 2002 ESD and other site information may be found at the project web site, www.epa.gov/ne/nbh, under "Technical Documents".

3.0 DESCRIPTION OF WORK

The Contractor shall provide for the permanent and safe transportation and disposal of Bulk PCB Remediation Waste in the form of contaminated dewatered sediments in accordance with all applicable, relevant and appropriate Federal, State and local regulations.

This solicitation describes all transportation infrastructure associated with the Government -Owned Dewatering Facility only and makes no claim or representation regarding any existing or proposed transportation infrastructure beyond the project boundaries indicated in Attachment No. 2. The Offerors are solely responsible for investigating all existing and proposed transportation infrastructure beyond the project location, including the ongoing New Bedford Redevelopment Authority (NBRA) project to redevelop the North Terminal Railyard.

The scope of these contracts will include service and remediation (North American Industry Classification System Code (NAICS) 562211) activities in support of the New Bedford Superfund Project. Work will involve transportation and disposal of PCB contaminated sediments. The estimated total project quantity of dewatered dredge material that will require permanent off-site disposal will range from a minimum amount of 300,000 tons to a maximum of 450,000 tons. Based on the level of future project funding, the estimated annual tonnage of dewatered dredge material to be generated for off-site disposal will range from a minimum of 20,000 tons per year to a maximum of 85,000 tons per year. This estimated total tonnage will be regulated under the Toxic Substance Control Act (TSCA) and 40 CFR 761.61, as PCB Bulk Remediation Waste in the form of mechanically dewatered sediments having PCB concentrations greater than 50 parts per million.

The Contractor shall provide a “cradle to grave” approach that utilizes the most effective and efficient means to dispose of the waste as described in this solicitation. This includes all transportation logistical support and coordination necessary to meet the anticipated project schedule including the acceptance of waste shipments at the facility, transportation of waste to the disposal site, and off-loading waste at the receiving landfill for final disposal.

The Contractor shall provide the Government with qualified personnel, equipment and facilities to perform the required work. The work to be performed under this contract shall include:

- Supplying sufficient transportation equipment (i.e., gondola rail cars, trucks, intermodal containers and/or barges) and logistical support to meet predefined project needs regarding waste quantities and shipment schedules defined within this scope of work and within future individual Task Orders.
- Supplying all ancillary equipment such as gondola liners and covers, truck tarps, etc.
- Furnishing all transportation equipment, tools, materials, all other equipment, labor, services, bonds, insurance, and supervision to perform all work proper and necessary to complete the work as specified;
- Scheduling and delivery of sufficient quantities of clean and serviceable containers, transport vehicles, liners, covers, placards, stickers and associated materials;
- **If applicable:** The transport of both empty and full rail cars along the rail spur between the dewatering facility and the adjacent rail yard and all logistics associated with this effort;
- Transportation of materials from the locations identified in this SOW to the disposal facility designated by the Contractor and approved by the Government;
- Assuring that the transportation equipment is cleaned and decontaminated upon completion of the work at the disposal facility;
- Compliance with all Department of Transportation (DOT) regulations relating to the handling, packaging, emergency notification and all other applicable requirements in the transport of these materials;
- Preparation and management of shipping documents;
- Transportation management and providing tracking systems sufficient to meet all Federal, state and local laws and regulations for the transportation and disposal of PCB contaminated materials and adequate to meet all the terms of this solicitation;
- All necessary reporting, notice of and response to any spill, notice of violation or similar incident during transportation.

- Assumption of all responsibility for the New Bedford Harbor waste material after it has been loaded into Offeror's transportation equipment and accepted by Offeror until it is accepted by the designated disposal facility.

4.0 GENERAL REQUIREMENTS AND RESPONSIBILITIES

For the purpose of this document the successful Offeror, after award of the contract, will become the Transportation and Disposal (T&D) Contractor.

The T&D Contractor will be required to meet all applicable local, state and Federal laws and regulations for shipment and permanent disposal of the material described in this Solicitation.

The T&D Contractor shall assume all waste transport and disposal responsibilities for the material once it has been accepted at the dewatering facility for transportation and disposal. The Government shall not be held responsible for any damages to equipment that occurs once the T&D Contractor has accepted the shipment.

4.1 Service Contract Act - Wage Rates

All work is considered service and is covered by Service Wage Rates. The Service Contract Act covers all service employees wherever they perform their duties and whether they are off-site or on-site is not relevant. The wage rates for Bristol County, Massachusetts are included in this solicitation. Updated wage rates will be included in all future task orders. The inclusion of the Service Wage Rates in the solicitation is a statutory requirement. It is not a representation by the U.S. Army Corps of Engineers that any specific trade can perform any specific work task. What trades can perform what work tasks depends on and are determined by the prevailing area practice for the local area where the contract is being performed. It is the sole responsibility of the bidder/offeror (contractor) to determine and comply with the prevailing area practice.

4.2 Licenses, Permits And Agreements

The Government will require evidence that the Offeror is properly licensed to perform the activities required in the state(s) where the work is to be performed as a condition precedent to an award of any contract action. If, the Offeror is not able to acquire the applicable Federal, state and or local licenses and/or permits required for transportation and disposal of the material listed in its proposal, then the Offeror shall be declared not responsive.

The Contractor shall provide copies of all necessary licenses, certificates of registration, and/or permits issued to the Contractor and/or subcontractors as they relate to the transportation and disposal of the New Bedford Harbor material (the Offeror's current licenses to perform this work and all transportation and supply agreements will be provided in Volume II of the Offeror's proposal.).

4.3 Training And Medical Monitoring

The T&D Contractor shall provide all necessary training and medical monitoring for all their on-site and offsite employees and assure that all required training and medical monitoring is provided to employees of any subcontractor, vendor or other suppliers involved in this project. Employees shall be trained, tested, and certified to safely and effectively carry out their duties in accordance with Federal, state and local laws and regulations and USACE policy and procedures.

4.4 Security Requirements

The T&D Contractor shall have their own Department of Transportation Security Plan that meets the requirements of 49 CFR 172, Subpart I. The T&D Contractor will be required to sign a certification statement upon initiation of waste transport activities. This certification shall be placed in the project files in association with the shipping documents. Subsequent shipments of the same hazard class of materials transported by the T&D Contractor will not require additional certifications. The certification shall be typed on a separate page and read as follows: *"I hereby certify that (name of T&D Contractor) has a Security Plan in place that meets the requirements of 49 CFR 172, Subpart I for the hazardous materials described in the attached shipping papers."* This certification shall be signed by the T&D Contractor and dated.

4.5 Employee Health and Safety

All work performed shall meet the applicable requirements of Department of Labor (DOL), and Occupational Safety and Health Administration (OSHA) (including Hazardous Waste Site Operations 29 CFR 1910.120). All work must conform to the Site Safety and Health Plan and the Corps' Safety and Health Requirements Engineering Manual (EM 385-1-1, November

2003). The T&D Contractor shall provide documentation that all involved personnel have successfully completed training in accordance with OSHA requirements (as applicable), the Site Safety and Health Plan, and EM 385-1-1. The T&D Contractor will be responsible to review and comply with an existing site safety plan established for the operation of on-site facilities. The T&D Contractor shall maintain and implement their own safety and health procedures addressing all transportation activities performed both on-site and off- site.

4.6 Project Schedule

It is anticipated that award of this contract and the initial Task Order will occur in Summer of 2004 with the schedule for subsequent activities as indicated below. Award of subsequent Task Orders will occur in early 2005 and beyond based on the project funding and anticipated scope of work for any given year. Waste shipment schedules and line items quantities associated with this work will be provided in future Task Orders.

Task Order No. 1: It is anticipated that the on-site TERC will complete site preparation work at the Dewatering Facility by July/August 2004 and will be ready to commence dredging and dewatering operations in September 2004. Therefore, based on this schedule and the anticipated progress of remedial action activities, the T&D operations are estimated to commence in September 2004 and provide services for removal of approximately 20,000 tons of dewatered filter cake material over a two (2) to three (3) month period.

Site Operation Hours: The site operational schedule for the loading and off-site shipment of dewatered material from the Dewatering Facility is 24 hours per day Monday through Friday. If hours or days beyond the above schedule are required to support your proposal, Offerors must clearly identify the hours and days associated with the respective proposal and pricing. The remediation progress, weather conditions and other constraints may limit shipment of waste material. A minimum of 1-week lead-time will be given before any significant changes in quantities to be shipped are made.

4.7 Key Personnel

At a minimum the T& D Contractor Key Personnel shall include:

Program Manager, the person responsible for the overall management of the contract including cost, schedule and technical quality; Project/Transportation & Disposal Coordinator, duties and responsibilities as specified in this solicitation; Regulatory Specialist, responsible for all regulatory compliance as specified in the solicitation.

The Contracting Officer must approve any changes to the proposed key personnel, before or after award of the contract.

5.0 WASTE TRANSPORT REQUIREMENTS AND RESPONSIBILITIES

In general, the dewatering facility site is designed to serve: (1) transportation for disposal of PCB contaminated material off-site by rail car service (2) transportation for disposal of PCB contaminated material off-site by truck and (3) transportation for disposal of PCB contaminated material off-site by marine barge. All waste generated at the dewatering facility will be loaded directly into transport equipment. The facility layout does not include waste stockpile areas, therefore as stated above, the T&D Contractor must supply sufficient transportation equipment (i.e., gondola rail cars, trucks, inter-modal containers and/or barges) and logistical support to meet predefined project needs regarding waste quantities and shipment schedules.

The Government will require evidence that the Offeror is properly licensed to perform the activities required in the state(s) where the work is to be performed as a condition precedent to an award of any contract action.

The T&D Contractors shall be responsible to coordinate all transportation actions and to report the current location of all material and equipment on a daily basis, during ongoing transportation activities. Reporting requirements are further defined in Section 5.14 Reporting and Coordination Requirements.

5.1 On-Site Rail Facility Operations

The dewatering and on-site rail facility, which is currently under construction, includes on-site rail capabilities for off-site disposal of dewatered materials. A detailed description of the on-site rail system is provided below. The rail system design is based on horizontal and vertical alignment of rail centerlines and distances from structures in accordance with Army TM 5-850-2, the American Railway Engineers Maintenance of Way Association (AREMA) Manual, and CSX standard yard track guidelines.

The on-Site Rail Facility is defined as the trackage to be located on the north side of the Dewatering Facility as shown on the attached Desanding and Dewatering Facilities Design Plans (Attachment No. 3 - Area D Site Plan).

The rail operation features designed for loading dewatered sediment (filter cake) directly into gondolas or intermodal containers at the dewatering facility include the following:

Railcar Movement:

Rail sequence of movement involves utilization of six 55-foot long gondolas or four 90-foot long intermodals simultaneously. The cars are first placed on Track 1 of the design. The on-site railcar pusher then moves the empty railcars to be filled one at a time from Track 1 to Track 3, which enters into the rail facility. When the railcar is filled, the railcar pusher then moves the loaded railcar out of the facility and places it on Track 2. Once all six gondolas or four intermodals are loaded on Track 2, they are taken across the street to the off-site rail yard

for shipment to the disposal facility. The dewatering facility is then replenished with empty railcars.

The loading building is designed primarily to handle 55 feet long gondolas or flat deck cars. However, there is a possibility that 90 feet long intermodal cars could be used in the future. These cars have two sections that are permanently attached. Therefore, the rail loadout area is 90 feet long (east-west direction).

The railcars are to be filled and decontaminated (by others) at the east end of the track inside the building. When a railcar has been filled, closed, and decontaminated, the railcar will be moved west toward the weigh scale at the western end inside the building. Each axle shall be weighed and added up for the total weight of the railcar. This weight shall be added to the shipping papers that will be prepared by the T&D Contractor before leaving the site.

Rail Layout:

Due to the width restrictions of the dewatering facility site, the layout has utilized a No. 8 Lap Turnout and two 12-degree curves. Since this is a yard facility on the water, railcars are not to move faster than 5 mph. The west-end of Tracks 1 and 2 shall have hinge type car stops to prevent railcars from rolling west into the road. The hinge type car stops allow for manual control of railcar movement on the property. The east end of Tracks 1 and 2 will have bolt-on heavy-duty bumping posts.

5.2 On-Site Truck Operations

The dewatering facility is equipped to handle the loading and shipment of waste utilizing trailer dump trucks and/or trucks with intermodal containers. The truck access and egress routes for the facility is as indicated on in the Drawing File (Attachment No. 4 - Area D Transportation Routes).

- Semi-trailer trucks (WB-50) used on-site in addition to or as an alternative to rail transport will require use of a drive-in style truck loading area. For drive-in type facilities, clear establishment of traffic patterns is normally provided to maintain a continuous flow of traffic. A two-way approach and departure does not lend itself to this type of operation, therefore, truck circulation is provided in a loop system. To accomplish this efficiently, one main truck entrance and one secondary truck entrance are provided. Trucks (WB-50) can access the site from Herman Melville Boulevard (Main Truck Entrance) and/or Hervey Tichon Avenue (Secondary Truck Entrance). Traffic movement for entry into the facility will be controlled by the use of signs and directional arrows. A more detailed description of each of these transportation routes is described below.
- For the Main Truck Entrance, the empty trucks would enter the site from Herman Melville Boulevard north of the rail lines, drive east along the north bulkhead, and

- make a 180 degree turn into the loadout portion of the dewatering building. Trucks would line up along the 12-foot drive to prevent back up of trucks into Herman Melville Boulevard. A guardrail system along the northern portion of this road will prevent trucks from potentially driving off the bulkhead. The back lot is sized to accommodate the path of these vehicles. Trucks that enter the site via Herman Melville Boulevard will exit by way of the entrance located south of the rail tracks. All trucks used at this facility traveling on public streets will conform to all applicable State and local regulations.
- For the Secondary Truck Entrance, which will only be utilized for special cases and emergencies, the empty trucks would enter the site from Hervey Tichon Avenue through the 30-foot wide sliding gate. Trucks entering at this location are required to enter at an angle to navigate the required turns, therefore, a 50-foot curb cut was provided. As with the main entrance, the back lot is sized to accommodate the path of these vehicles. Enough storage space to meet the peak design hourly volume (2-3 trucks/hour) is provided in the back lot to prevent the back up of trucks into Hervey Tichon Avenue. The trucks will exit the site at Herman Melville Boulevard (south of the rail grade crossing). The loop described here, limited to truck traffic used in site operations, prevents backup of trucks by reducing conflicts with truck traffic on-site and maintains orderly flow of trucks out of the facility. All trucks used at this facility traveling on public streets will conform to all applicable State and local regulations.

Loading and decontamination logistics are identical to those described for rail cars except that trucks would enter directly into the loading area through a motorized roll-up door. This entry into the building allows for direct access without need for backing up and minimizes potential interference between the two parallel trucks being loaded/decontaminated. The Government will provide and operate an on-site scale for all truck weighing operations.

5.3 Marine Barge Operations

Access for barge loading is provided along the bulkhead behind the dewatering building. The bulkhead includes a fendering system with a fronting water depth of approximately -20 feet Mean Low Water (see Drawing File, Attachment Nos. 5 & 6 - Bulkhead Cap Site Plan & General Plan). The T&D Contractor shall identify and provide all loading equipment and facility upgrade requirements necessary for marine barge transport.

5.4 Waste Shipments and Logistics Management

Task Order No. 1: It is estimated that filter cake production will range between 300 to 600 tons per 24-hour day during the first year of remediation. The T&D Contractor shall specify the frequency of waste shipments from the Dewate ring Facility to the off-site disposal facility based on the estimated dewatering facility production rate and their proposed method of transportation from the site.

***Note:** The maximum design production capacity of the dewatering facility is 800 cubic yards or approximately 1,200 tons per 24-hour day; actual production will depend on remediation progress, weather conditions and other constraints that may limit shipment of material. The production rate during Task Order 1 period of performance will be significantly less than this maximum rate.*

If applicable, the T&D Contractor is responsible for all On-Site and Off-Site Rail Operations, including the following:

- the movement of empty rail cars to the dewatering facility in preparation for loading;
- the movement of empty rail cars from Track 1 to Track 3 for loading, and the movement of the loaded rail cars from Track 3 to Track 2 for temporary storage;
- the movement of loaded rail cars from the dewatering facility to the disposal facility;
- the inspection of top covers and liners, survey of containers and completion/release of shipping paperwork prior to moving equipment;
- all management and logistics such as identifying weekly frequency and time of rail switches for the Site based on the shipping schedules

The On-Site TERC Contractor will support the On-Site Facility operations. Activities performed by the On-Site TERC Contractor will include loading operations, inspections, review of shipping documents, decontamination of equipment and personnel, operation of environmental controls, and general housekeeping associated with the area and operations. Offerors shall provide detailed information regarding the specific equipment associated with their respective proposal and must clearly specify any special considerations/restrictions necessary to facilitate their proposal. The On-Site TERC will maintain the loading system and the associated scale.

Alternate Means:

If at any time the T&D Contractor fails to deliver rail or truck conveyance equipment within the time specified in this contract i.e., as necessary based on the dewatering facility production rate, then the T&D Contractor shall provide an alternate means of transportation until the primary conveyance equipment is available at the site. [For example, if rail is the selected or primary mode of transportation, then trucking from the site would be considered an alternate mode of transportation.]

The T&D Contractor shall provide this alternate transportation and disposal at a total unit price per ton that is less than or equal to the contract unit price established for the primary transportation and disposal services.

The alternate transportation shall be provided in advance of incurring any project delay (i.e., filter-cake production). If the T&D Contractor's failure to deliver adequate conveyance equipment causes any project delay, then the T&D Contractor shall, in place of actual damages, pay to the Government liquidated damages as indicated in Section F - Deliveries or Performance (Contract Clause 52.211-11).

Transportation and Disposal Coordinator:

The T&D Contractor shall designate by position and title, one person to act as the Transportation and Disposal Coordinator for this contract. The Transportation and Disposal Coordinator shall serve as the single point of contact for all environmental regulatory matters and shall have overall responsibility for total environmental compliance including, but not limited to:

- Accurate identification and classification of regulated materials
- Determination of proper shipping names
- Preparation of shipping documents for all materials transported to the designated facility using verbiage concurred with by USACE.
- Completion of all material profiles and related documents
- Completion of all exception and discrepancy reports
- Identification and compliance with marking, labeling, packaging and placarding requirements
- Signing all inspection documents of equipment arriving or departing the site
- Preparation of and submission of the Daily Status Tracking Reports
- Coordination with USACE and the On-Site TERC Contractor. The remediation work associated with this project, i.e., dredging, sediment dewatering, environmental sampling and testing and all related site operations is being performed by the Government's On-Site TERC Contractor. Specifically, the TERC will be responsible for sediment dewatering, loading and decontamination of equipment and personnel at the Dewatering Facilities, and laboratory analysis of waste material as necessary for waste profiling to meet the Contractor's disposal facility requirements. Successful completion of this T&D work will require extremely effective coordination with the TERC
- Preparation and submission of other documents required by Federal, state or local laws or regulations or by the designated facility

- Prior to shipment of any PCB contaminated material off-site, the Transportation and Disposal Coordinator shall provide written certification to the Contracting Officer or his/her designated representative that the waste materials have been properly packaged, labeled, marked, and placarded in accordance with the requirements of DOT, EPA and this contract

5.5 Transportation Vehicles and Containers

The Government will have sole discretion to determine the acceptability of any individual containers and their associated appurtenances. If containers are rejected, the T&D Contractor shall supply replacement containers or provide off-site repairs in a timely fashion and at no additional cost.

All transportation vehicles and containers shall comply with all requirements of the DOT regulations in the 49 Code of Federal Regulations (CFR) 100-180. Transport vehicles and containers are defined as rail gondola cars, rail flatcar with intermodal containers, trucks with intermodal containers, semitrailer trucks and trucks with end-dump capability, and cargo barge with intermodal containers. The T&D Contractor shall coordinate the schedule for all vehicle arrival and material deliveries at the construction site to meet the approved project schedule. The schedule shall be compatible with the availability of equipment and personnel for material handling operations. If necessary, the T&D Contractor shall provide transportation equipment that is dedicated to the New Bedford Project in order to meet the waste shipment schedules provided in Task Order No. 1 and in all future Task Orders.

All vehicles shall be decontaminated using the equipment wash down/decontamination facility prior to leaving the site. The On-Site TERC Contractor will perform all decontamination activities. The T&D Contractor shall inspect all vehicles leaving the project site to ensure that no soil adheres to its wheels or undercarriage. All excess soil shall be removed at the vehicle decontamination pad.

The T&D Contractor shall utilize transporters having proper USEPA identification numbers and Massachusetts Department of Environmental Protection (MADEP) hauler registrations and shall assure through the manifest system that the waste arrives at the authorized waste disposal facility.

The T&D Contractor shall provide transportation of the waste directly to the disposal facility. If a transload facility is required, the Contractor shall be responsible for any transfer of material from one transportation vehicle to another, e.g., from a truck to a rail car. The T&D Contractor will be solely responsible for all property requirements (e.g., leases), permits/licenses, equipment, personnel, and costs required to perform any transfer of material.

The T&D Contractor will be required to provide detailed information on the tare and gross weights of all vehicles (truck and/or rail car), containers, and if applicable any transfer vehicle to ensure that maximum allowable weights are not exceeded. The T&D Contractor is required to verify that gross vehicle weights and axle weights per applicable state regulations

are legal before vehicles are driven on the rail and/or public roads. Neither the Government nor the On-Site TERC Contractor assumes any responsibility for any violation of local, state, and/or Federal transportation regulations, including weight limits after the containers leave the Site.

Shipments of contaminated material shall remain packaged after leaving the project site and remain packaged until it arrives at the approved disposal facility.

5.6 Shipping Documents

The T&D Contractor shall ensure that each shipment of PCB waste sent off-site for disposal is accompanied by properly completed shipping documents as required by Federal, State and local laws and regulations. The shipping documents shall be in accordance with DOT regulation, Hazardous Materials Regulations 49 CFR, Parts 100 – 178. The T&D Contractor shall prepare hazardous waste manifests for each shipment of PCB waste shipped off-site. Manifests shall be completed using instructions in 40 CFR 761, Sections 207 and 208 and all other applicable requirements. Shipping documents shall be submitted to the Contracting Officer or his/her designated representative for review and approval at least two weeks before the first shipment is scheduled to occur and two days prior to all subsequent shipments from the site.

If necessary, the T&D Contractor shall complete EPA Form 8700-12, Notification of Hazardous Waste Activity, and submit copies to the Contracting Officer or his/her designated representative for information and to EPA for review and approval. The Contractor shall allow a minimum of 30 days for processing the application and assigning the EPA ID number.

All transportation related shipping documents shall be provided and completed by the T&D Contractor and completed copies furnished to the Contracting Officer or his/her designated representative for review and approval. Draft documents shall be provided as part of the Waste Management Plan specified below in paragraph 6.1.

5.7 Shipping Materials

The T&D Contractor shall provide all of the materials required for the packaging, labeling, marking, placarding and transportation of PCB waste in conformance with DOT standards. Details in this specification shall not be construed as establishing the limits of the T&D Contractor's responsibility.

5.8 Packaging

The T&D Contractor shall provide bulk containers for packaging PCB waste consistent with the authorizations referenced in the Hazardous Materials Table in 49 CFR 172, Section 101, and Column 8. Bulk and non-bulk packaging shall meet the Materials Table, 49 CFR 172, and

Section 101. Each packaging shall conform to the general packaging requirements of Subpart B or 49 CFR 173, to the requirements of 49 CFR 178 at the specified packing group performance level, and to the requirements of special provisions of column 7 of the Hazardous Materials Table in 49 CFR 172, Section 101. The Contractor shall also provide other packaging related materials such as materials used to cushion or fill voids in over packed containers, etc. sorbent materials shall not be capable of reacting dangerously with, being decomposed by, or being ignited by the hazardous materials being packaged. Additionally, sorbents used to treat free liquids to be disposed of in landfills shall be non-biodegradable as specified in 40 CFR 264, Section 314.

5.9 Markings

The T&D Contractor shall provide markings for each PCB waste package, freight container, and transport vehicle consistent with the requirements of 49 CFR 172, Subpart D. Markings shall be capable of withstanding, without deterioration or substantial color change, a 180 day exposure to conditions reasonably expected to be encountered during container storage and transportation.

5.10 Labeling

The T&D Contractor shall provide primary and secondary labels for hazardous materials/wastes consistent with the requirements in the Hazardous Materials Table in 49 CFR 172, Section 101, and Column 6. Labels shall meet design specifications required by 49 CFR 172, Subpart E including size, shape, color, printing, and symbol requirements. Labels shall be durable and weather resistant and capable of withstanding, without deterioration or substantial color change, a 180-day exposure to conditions reasonable expected to be encountered during container storage and transportation.

5.11 Placards

For each off-site shipment of hazardous material/waste, the T&D Contractor shall provide primary and secondary placards consistent with the requirements of 49 CFR 172, Subpart F. Placards shall be provided for each side and each end of bulk packaging, freight containers, transport vehicles, and rail cars requiring such placarding. Placards may be plastic, metal, or other material capable of withstanding, without deterioration, exposure to open weather conditions and shall meet design requirements specified in 49 CFR 172, Subpart F.

5.12 Spill Response Materials

The T&D Contractor shall provide spill response materials including, but not limited to, containers, adsorbent, shovels, and personal protective equipment. Spill response materials shall be available at all times in which hazardous materials/wastes are being handled or transported. Spill response materials shall be compatible with the type of material being handled.

5.13 Equipment and Tools

The T&D Contractor shall provide miscellaneous equipment and tools necessary to handle hazardous materials and hazardous wastes in a safe and environmentally sound manner.

5.14 Spill Response

The T&D Contractor shall respond to any spill of material, which is in his custody or care, pursuant to this contract. All spill response or cleanup costs shall be the responsibility of the contractor, at no additional cost to the government. Any direction from the Contracting Officer or his/her designated representative concerning a spill or release shall not be considered a change under the contract. The T&D Contractor shall comply with all applicable requirements of Federal, state and local laws and regulations regarding any spill incident.

The T&D Contractor shall be responsible for complying with the emergency contact provisions in 49 CFR 172, Section 604. Whenever the T&D Contractor ships hazardous materials, they shall provide a 24 hour emergency response contact and phone number of a person knowledgeable about the hazardous material being shipped and who has comprehensive emergency response and incident mitigation information for that material, or has immediate access to a person who possesses such knowledge and information. The phone must be monitored 24 hours a day, 7 days a week when hazardous materials are in transportation, including during storage incidental to transportation. The Contractor shall ensure that information regarding this emergency contact and phone number is placed on all hazardous material shipping documents. The T&D Contractor shall designate an emergency coordinator and post the following information at areas in which wastes are managed:

- Name of emergency coordinator
- Phone number through which the emergency coordinator can be contacted on a 24-hour basis
- Telephone number of the local fire department
- Location of fire extinguishers and spill control materials.

In the event of a spill or release of a hazardous material, the T&D Contractor shall notify the Contracting Officer or his/her designated representative immediately. If the spill exceeds a reporting threshold, the T&D Contractor shall follow the pre-established procedures for immediate reporting to the Contracting Officer or his/her designated representative and any other reporting required by Federal, state or local laws or regulations.

5.15 Decontamination of Equipment

The T&D Contractor shall meet all contamination control requirements during transport of empty containers. At the conclusion of the use of any individual container, the T&D Contractor shall assure decontamination and document that all shipping containers meet DOT shipping criteria prior to releasing the container. After final use, the Contractor must provide documentation to the satisfaction of the Government that all equipment that was utilized during

the project has been adequately decontaminated and that no objectionable materials remain in or on the equipment.

5.16 Reporting and Coordination Requirements

The T&D Contractor will be required to maintain direct, concise and daily contact/coordination with USACE concerning site operations and scheduling for off-site shipments. Shipping schedules will be confirmed with the T&D Contractor, in writing, on a weekly basis for the next two weeks of operations. The T&D Contractor shall be responsible for maintaining adequate records to support information provided to the Contracting Officer or his/her designated representative regarding exception reports, annual reports, and biennial reports.

6.0 WASTE DISPOSAL REQUIREMENTS AND RESPONSIBILITIES

6.1 Waste Management Plan (WMP)

The T&D Contractor shall execute the requirements of this contract in accordance with an approved WMP. The WMP shall be submitted within Volume II and will be evaluated in accordance with Sections L and M herein. The plan shall detail the manner in which hazardous material shall be managed from the time the Contractor accepts custody of the material until acceptance and final disposal of the material at the designated facility (“cradle to grave”). The plan will describe the types and volumes of materials to be managed as well as the management practices to be utilized. The plan shall describe and elaborate upon the specific standard operating procedures the offeror shall implement to receive, manage, dispose of and monitor waste materials.

The WMP shall address the following, as appropriate:

- Disposal Facility name and EPA Identification Number
- Disposal Facility location
- Name of responsible contact for the facility
- Telephone and Fax numbers for the contact
- Draft Shipping Documents
- Draft land disposal restriction notification
- List of corresponding proposed labels, packages, marks, and placards to be used for shipment
- Waste Acceptance Criteria
- Supporting waste analysis documents
- Advance shipment notification forms
- Waste Reception: The Offeror shall describe all points of reception for all waste conveyances. Information for the waste receiving points, methods of offloading, distance from the rail spur and/or access road to disposal site, acceptance rate, temporary storage capacity, decontamination procedures, and inclement weather operations. The narrative on function, design, capacity, and expected operational capacity shall include information on the following equipment items:
 - Conveying equipment

- Scales
 - Decontamination apparatus
 - Pollution control equipment
 - Spill control equipment
-
- Formal measurement and documentation process: The Offeror shall describe, in detail, the measurement and documentation process used for the receipt, acceptance, processing, and disposal of materials received.
 - Tracking and communications systems: The Offeror shall describe, in detail, the tracking system implemented for acceptance, decontamination, and release of waste conveyances from the facility. Procedures used to formally notify the carrier to retrieve decontaminated conveyances shall be detailed. The Offeror shall specify the criteria used to determine whether each conveyance is suitable for restricted or unrestricted reuse. Include average turnaround times to be experienced by the facility.
 - Long-term monitoring of disposed materials
 - Auditing and corrective action procedures
 - The Contractor shall specify and describe the units or cells that the proposed disposal facility will use to manage the waste and provide dates of construction and beginning of use. If applicable, drawings may be provided.
 - The Contractor shall identify the capacity available in the units and the capacity reserved for the subject waste.
 - The Contractor shall provide the date of the proposed disposal facility's last compliance inspection.
 - List of all active compliance orders, enforcement notices or notices of violation issued against proposed transporters and disposal facilities. State the source and nature of the cause of violation, if known. If groundwater contamination is noted for the disposal facility, provide details of the facility's groundwater monitoring program.
 - Designation and utilization of a readily accessible point or points of delivery (e.g., plant, warehouse, store, lot, warehouse unloading platform, receiving dock or other location to which shipments can be made) for the carrier's conveyances. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges, incurred by the Contractor, or any of its' subcontractors, at any tiers, either before or after, or for "constructive placement" as defined in carrier tariffs, unless such charges are caused by an act or order of the Government acting in its contractual capacity.

- Method for formally documenting, to the Government, the receipt of each shipment. Chain-of-custody and security control procedures shall be implemented for all shipments received.
- Inspection and decontamination procedures for all conveyances used to transport material. These procedures shall be in accordance with applicable or relevant and appropriate Federal, State and local regulations.
- Communication procedures that will be used to formally notify (e.g., by certified mail/return receipt and/or confirmed fax) the carrier to retrieve decontaminated conveyances. The offeror shall specify the criteria to be used to determine if each conveyance is suitable for restricted or unrestricted reuse.
- Existing engineering controls, safe work practices, contingency plans and other standard operating procedures used to contain contaminated waste during unloading, placement, and disposal. The offeror shall include procedures used to minimize impacts of adverse weather occurrences (e.g., erosion due to wind and rain).
- Provide the technical approach for permanent disposal of material according to applicable licenses and permits, held by the Contractor, and in accordance with all applicable, relevant and appropriate Federal, State and local regulations.
- Results of the facility's most recent State compliance inspection. Indicate all types of waste that is, or has been, accepted at the facility. Provide certification that the facility will accept the conforming waste material in total. Provide assurance that the site is capable of accepting the waste year-round. As an alternative, show that the facility is licensed to temporarily stockpile the waste during inclement weather or other unsuitable periods and include a contingency plan to address alternate waste disposal facilities in the event that the proposed facility is unavailable for an extended period of time that would preclude temporary stockpiling of waste.
- A listing of all permits, licenses, letters of approval and other authorizations to operate applied for by proposed transporters and disposal facilities but not yet granted or issued. Provide dates of applications submitted. Planned submittals shall also be noted.
- Copies of all waste description and other forms that will be required for use by the government in performance of this contract as specified in paragraph 5.8 Shipping Documents. It is the responsibility of the T&D Contractor to ensure that the analytical results provided by the Government are acceptable and that the waste contaminants identified are in compliance with all applicable permits and licenses.

6.2 Waste Acceptance and Non-Conforming Wastes

DEFINITIONS:

- **ARRIVAL:** The date shipments are dropped on the disposal facility property by the carrier.
- **RECEIPT:** The date receipt inspection is completed by the Contractor. Upon completion of the receipt inspection, the Contractor's personnel will assign a "bates" number to the waste manifest. The Contractor shall receive waste within one (1) calendar day after arrival.
- **ACCEPTANCE:** The date the Contractor's coordinator signs the manifest
- **DISCOVERY:** The date the Contractor actually opens and inspects each conveyance.
- **CONSTRUCTIVE PLACEMENT:** When, due to some inability on the part of the consignor or consignee, a car cannot be placed for loading or unloading at a point previously designated by the consignor or consignee it is placed elsewhere. It is then considered as being under Constructive Placement and subject to demurrage, rules and charges, the same as if it were actually placed at the designated point.
- **DEMURRAGE:** A Carrier's charge made on conveyances or other equipment held by or for consignor or consignee for loading or unloading, for forwarding directions or for any other purpose.
- **CONSIGNEE:** The individual or organization to which waste is shipped (i.e. Disposal Facility).
- **CONSIGNOR:** The individual or organization shipping freight to a consignee (i.e. Remedial Action Contractor).

An acceptance decision shall be made by the T&D Contractor within one day of shipment arrival. The contractor must determine whether to accept the waste shipment or find it to be non-conforming.

The Contractor shall, within seven days of acceptance, release each conveyance fully decontaminated for unlimited release.

If the waste is determined to be non-conforming with the Contractor's waste disposal license, the Contractor shall notify the Contracting Office by telephone, fax, or email within 24 hours. After this notification, the Contractor shall provide a copy of the problem report to the Contracting Office within two calendar days. This problem report shall include:

- A description of why the waste is non-conforming.
- Photographs and/or analytical results
- A description of the steps required to make the waste conforming
- The number or calendar days required to make the waste conforming, and
- An estimated cost for these services. The cost proposal shall include a complete breakout of all components.

Upon agreement between the Government and the T&D Contractor that the waste is non-conforming, the T&D Contractor will be allowed an additional three calendar days (for a total of ten) to decontaminate and release the empty conveyances. If the Contracting Officer determines that the waste must be returned to the generator, the T&D Contractor shall release the conveyance to the carrier.

A conveyance release report shall be submitted to the receiving carrier and a copy to the Contracting Office utilizing electronic mail (e.g. e-mail) with a date and time verification within one business day of when the conveyance is ready for unlimited release to the receiving carrier. This report shall contain a certification for the Contractor that all conveyances have been fully decontaminated for unlimited release. Submit this report to the USACE Contracting Officer or designated representative.

The T&D Contractor shall provide the Contracting Officer, within three calendar days of receipt, copies of all Notices of Violation.

The Government is not responsible for any cost incurred by the failure of the T&D Contractor to effectively coordinate receipt of material.

The T&D Contractor shall deliver to the Contracting Officer the following reports in an original and four copies:

A monthly report, which accounts for all waste material received. This report shall provide the volume of material handled from the site of origin. The report shall contain:

- Shipment/container number
- Volume received by Task Order line item
- Dates sampling and analysis were performed by disposal facility
- Date of material receipt
- Date of material acceptance
- Date conveyance was released

- Containers not accepted and state reasons
- Copies of all pertinent documentation (i.e. manifests, analytical results, photo's of non-compliant material)
- The status of each conveyance as of report date

A conveyance release report shall be submitted to the receiving carrier and a copy to the Contracting Officer utilizing electronic mail (e.g. email) with a date and time verification within one (1) business day of when the conveyance is ready for unlimited release to the receiving carrier. This report shall contain a certification for the Contractor that all conveyances have been fully decontaminated for unlimited release. This report shall be submitted to the USACE Contracting Officer or designated representative.

An annual report shall be submitted within 15 calendar days after the end of every contract year accounting for containers and tons of all waste material accepted and disposed.

A final report shall be submitted 30 calendar days after completion of each task order and shall include the following:

- An accounting of all materials disposed
- Certification that all vehicles and containers were properly decontaminated prior to release for other services
- Description of the actual methods utilized for disposal and decontamination
- Final quantities received by line item
- Any problems encountered (i.e. non-compliant shipments, and supporting documentation).

7.0 NOTIFICATIONS

The T&D Contractor shall immediately provide to the Contracting Officer or his/her designated representative copies of any notice of non-compliance or notice of violation from any Federal, state or local regulatory agency issued in connection to any work performed under this contract. The T&D Contractor shall furnish all relevant documents regarding the incident and any information requested by the Contracting Officer, and shall coordinate its response to the notice with the Contracting Officer or his/her designated representative prior to submission to the notifying authority. The T&D Contractor shall also furnish a copy to the Contracting Officer or his/her designated representative of all documents submitted to the regulatory authority, including the final reply to the notice, and all other materials, until the matter is resolved.

All communications regarding execution of this contract shall be made through the U.S. Army Corps of Engineers, New England District Contracting Officer or designated representative. Upon receipt of any non-conforming material, the Contractor shall immediately notify the

Contracting Officer, via facsimile. Within 48 hours of receipt, the Contractor shall provide supporting documentation such as photographs and/or analytical results.

8.0 REGULATIONS AND STANDARDS

All modes of transportation utilized to ship waste and all waste disposal activities shall meet or exceed all requirements established by Federal, state and local laws and regulations, which are applicable. These requirements are amended frequently and the T&D Contractor shall be responsible for complying with amendments as they become effective. In the event that compliance exceeds the scope of work or conflicts with specific requirements of the contract, the T&D Contractor shall immediately provide written notification to the Contracting Officer or his/her designated representative.

Services covered in this Scope or Work shall comply, as a minimum, with the latest edition of the following applicable regulations and standards:

- 10 CFR 19; Notices, Instructions and Reports to Workers: Inspection and Investigations
- 40 CFR 261; Identification and Listing of Hazardous Waste
- 40 CFR 262; Standards Applicable to Generators of Hazardous Waste
- 40 CFR 263; Standards Applicable to Transporters of Hazardous Waste
- 40 CFR 264; Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
- 40 CFR 265; Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
- 40 CFR 266; Standards for the Management of Specific Hazardous Waste and Specific Types of Hazardous Waste Management Facilities
- 40 CFR 268 Land Disposal Restrictions
- 40 CFR 270; EPA Administered Permit Programs: The Hazardous Waste Permit Program
- 40 CFR 300; National Oil and Hazardous Substances Pollution Contingency Plan
- 40 CFR 302; Designation, Reportable Quantities, and Notification
- 40 CFR 761.61; PCB Remediation Waste
- 49 CFR 107; Hazardous Materials Program Procedures
- 49 CFR 172; Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements
- 49 CFR 172; Sub Part F, Special Placarding provisions: Rail
- 49 CFR 173; Shippers – General Requirements for Shipping and Packing
- 49 CFR 174; Carriage by Rail
- 49 CFR 178; Specifications for Packing
- 49 CFR 263; Standards Applicable to Transporters of Hazardous Waste
- 49 CFR 264; Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities (for offsite disposal)

- 49 CFR 268 Land Disposal Restrictions (LDRs)

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

52.246-14 INSPECTION OF TRANSPORTATION (APR 1984)

The Government has the right to inspect and test the Contractor's services, facilities, and equipment at all reasonable times. The Contractor shall furnish Government representatives with the free access and reasonable facilities and assistance required to accomplish their inspections and tests.

(End of clause)

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY FULL TEXT

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$5000.00 per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

Section H - Special Contract Requirements

Service Contract Act -Wage Determinations

All work is considered service and is covered by Service Wage Rates. The Service Contract Act covers all service employees wherever they perform their duties and whether they are off-site or on-site is not relevant. The wage rates for Bristol County, Massachusetts are included in this solicitation. Updated wage rates will be included in all future task orders. The inclusion of the Service Wage Rates in the solicitation is a statutory requirement. It is not a representation by the U.S. Army Corps of Engineers that any specific trade can perform any specific work task. What trades can perform what work tasks depends on and are determined by the prevailing area practice for the local area where the contract is being performed. It is the sole responsibility of the bidder/offeree (contractor) to determine and comply with the prevailing area practice (See Attachment #9).

SECURITY CLAUSE

In accordance with Engineering Regulation, ER-380-1-18, Section 4, foreign nationals who work on U.S. Army Corps of Engineers' (USACE) contracts or task orders shall be approved by Headquarters USACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontract employees. (NOTE: exception to the above requirement includes foreign nationals who perform janitorial and/or grounds maintenance services.) The contractor shall submit to the USACE New England Division - Contracts Branch, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the United States. Such documentation may include a U.S. Passport, Certificate of U.S. Citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by INS which contains a photograph (INS Form I-688B).

Licenses, Permits and Agreements

The Government will require evidence that the Offeror is properly licensed to perform the activities required in the state(s) where the work is to be performed as a condition precedent to an award of any contract action. If, the Offeror is not able to acquire the applicable Federal, state and or local licenses and/or permits required for transportation and disposal of the material listed in its proposal, then the Offeror shall be declared not responsive.

The Contractor shall provide copies of all necessary licenses, certificates of registration, and/or permits issued to the Contractor and/or subcontractors as they relate to the transportation and disposal of the New Bedford Harbor material (the Offeror's current licenses to perform this work and all transportation and supply agreements will be provided in Volume II of the Offeror's proposal.).

Insurance Required

In accordance with CONTRACT CLAUSE titled "INSURANCE – WORK ON A GOVERNMENT INSTALLATION" the Contractor shall procure and maintain during the entire period of his performance under this contract the following kinds and minimum amounts of insurance:

TYPE	AMOUNT
Workmen's Compensation and Employers' Liability Insurance The Contractor shall comply with all applicable Workmen's Compensation Statutes and shall furnish evidence of Employers' Liability Insurance.	Not less than \$500,000
General Liability Insurance Bodily injury liability insurance on the comprehensive form of policy.	Minimum limits of \$500,000 per accident
Automobile Liability Insurance damage liability insurance on the comprehensive form of policy and shall cover the operation of all automobiles used in performance of the contract.	Minimum limits of \$200,000 per person and \$500,000 per accident \$20,000 per accident For property damage.

Additional Insurance Requirements

Offeror's current Certificates of Insurance will be included in Volume II of the Offeror's proposal. Offeror shall procure and maintain during the term of this task order, at a minimum, the following insurance to cover the Services to be provided hereunder:

Employer's Liability in aggregate amount not less than \$1,000,000. The Employer's Liability coverage shall not contain occupational disease exclusion.

Comprehensive Automobile Liability (MCS-90 endorsement; Motor Carriers Act of 1980, if applicable) of \$1,000,000 per occurrence; Automobile Liability Insurance shall cover owned, hired, or non-owned vehicles.

Transporter's Pollution Liability Insurance in the amount of \$5,000,000 per occurrence

Transporter's Pollution Legal Liability of \$5,000,000 annual aggregate

Contractor shall provide Certifications of Insurance from its insurance carrier or agent as proof of the above required coverage and limits of liability, including expiration dates of coverage. Certificates of such insurance shall be provided to the Contracting Officer prior to NTP. Coverage and insurance limits shall not be materially reduced or discontinued during the term of the contract. The above insurance requirements imposed upon the Contractor shall not limit any liability of the Transportation Contractor or rights of any other party.

Award Term Clause

In addition to the terms set forth elsewhere in the contract, the contractor may earn an extension or reduction to the contract period from a minimum of 5 to a maximum 11 years on the basis of performance during the evaluation periods. The contractor is evaluated during the first year of performance, but extensions or reductions start in the second year. If scores are very good during Year 2, the contractor earns Year 4; if scores are very good in Year 3, the contractor earns Year 5. In Year 5, the contractor must earn a score of excellent in order for the contract period to be extended beyond Year 5. Consistent scores of excellent during succeeding years earn contract period extensions up to a maximum of 11 years.

The contract period may also be reduced based on the contractor's performance against the slated performance parameters. Points are awarded or deducted during each year of the contract based on how the contractor performed against the predetermined criteria. The contract period is then extended or reduced to reflect this assessment.

- (a) Award Term. The award term concept is an incentive that permits the extension of the contract period beyond the base period of performance for superior performance or reduction of the contract period of performance because of poor performance.
- (b) Term points. Positive or negative points are accumulated during the evaluation period based upon the contractor's performance. An accumulation of positive points (i.e. +50, +75 or +100) is required for a one-year term extension and an accumulation of negative points (i.e. -50, -75, -100) results in a one-year reduction in the contract period.
- (c) Monitoring of performance. The contractor's performance will be continually monitored by the performance monitors whose finding are reported to the Award Term Review Board (ATRB). The ATRB recommends an award term to the Term Determining Official (TDO), who makes the final decision of the award term amount based on the contractor's performance during the award term evaluation period.
- (d) Award Term Plan. The evaluation criteria, the associated points and the associated award term extensions or reductions are specified in the award term plan.

- (e) **Modification of Award Term Plan.** Changes may be made to the award term plan at any time during the contract performance, provided that both parties agree to the changes. If agreement cannot be reached on changes, the initial award term plan remains in effect.
- (f) **Self-Evaluation.** The contractor will submit to the Contracting Officer (KO) within five (5) working days after the end of each award term evaluation period, a brief written self-evaluation of its performance for that period. This self-evaluation will be used in the ATRB's evaluation of the contractor's performance during this period.
- (g) **Disputes.** Decisions regarding the award term, including but not limited to, the amount of the award term if any; the methodology used to calculate the award term; the calculation of the award term; the supplier's entitlement of the award term; and the nature and success of the contractor's performance are made by the TDO. These decisions are final and are not subject to dispute.
- (h) **Award Term Extension.** The contract period may be modified to reflect the TDO decision. The total contract ordering period, including extensions under this clause, will not exceed 11 years. The award term provision must be included in the solicitation and resulting contract. If at any time the contract period does not extend more than two years from the TDO decision, the operation of the award term provision will cease and the ordering period will not extend beyond the term set at that time.

NOTE: Any references to options in this contract will refer to award terms

SUBCONTRACTING PLAN. If the successful offeror under this unrestricted procurement is a large business, a subcontracting plan must be submitted and approved prior to contract award. This plan will utilize the following minimum contract goals:

Small Business:	58%
Small Disadvantaged Business:	10%
(to include HBCU/MI)	
Woman Owned Small Business	10%
Veteran Owned Small Business	3%
Hub-Zone	3%

No offeror shall submit a Subcontracting Plan with their four volume proposal, the offeror(s) selected for award will be notified by the Contracting Officer when to submit the plan.

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **the date of award of this contract** through the date of contract award, inclusive of award term periods if exercised by the Government.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **the contract expiration..**

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 11 years.
(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTERNATE I (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of

the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Before commencing the work, the Contractor shall-

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(End of clause)

Section I - Contract Clauses**CLAUSES INCORPORATED BY REFERENCE**

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JAN 2004

52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-16	Performance and Payment Bonds--Other Than Construction	JUL 2000
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-4	Payments Under Transportation Contracts and Transportation-Related Services Contracts	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	JUN 2003
52.247-9	Agreed Weight - General Freight	APR 1984
52.247-14	Contractor Responsibility for Receipt of Shipment	APR 1984
52.247-15	Contractor Responsibility for Loading and Unloading	APR 1984
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	APR 1984
52.247-24	Advance Notification by the Government	APR 1984
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.248-1	Value Engineering	FEB 2000
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8 Alt I	Default (Fixed-Price Supply and Service) (Apr 1984) - Alternate I	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988

252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.231-7000	Supplemental Cost Principles	DEC 1991
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

Truck Drivers	\$14.40
Project Manager	\$28.38
Regulatory Specialist	\$28.38

(End of clause)

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)

(a) Definitions.

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.hq.usace.army.mil/cepr/asp/library/efar.asp>

<http://acqnet.saalt.army.mil/LIBRARY>

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

1. Site Location Map
2. Project Location Map
3. Area D Site Plan
4. Area D Transportation Routes
5. Bulkhead Cap Site Plan
6. General Plan
7. Unit Price Schedule
8. Notes to Unit Price Schedule
9. Wage Determination NO: 94-2259 REV (17)
10. Award Term Plan
11. Past Performance Questionnaire

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to

Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(e) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the

payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562211 (insert NAICS code).

(2) The small business size standard is \$10,500,000.00 (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

____ 50 or fewer ____ \$1 million or less

____ 51 - 100 ____ \$1,000,001 - \$2 million

____ 101 - 250 ____ \$2,000,001 - \$3.5 million

____ 251 - 500 ____ \$3,500,001 - \$5 million

____ 501 - 750 ____ \$5,000,001 - \$10 million

____ 751 - 1,000 ____ \$10,000,001 - \$17 million

____ Over 1,000 ____ Over \$17 million

(End of provision)

**52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES
UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)**

(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

____ 50 or fewer ____ \$1 million or less

____ 51 - 100 ____ \$1,000,001 - \$2 million

____ 101 - 250 ____ \$2,000,001 - \$3.5 million

____ 251 - 500 ____ \$3,500,001 - \$5 million

____ 501 - 750 ____ \$5,000,001 - \$10 million

____ 751 - 1,000 ____ \$10,000,001 - \$17 million

____ Over 1,000 ____ Over \$17 million

(End of provision)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror

certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

52.247-2 PERMITS, AUTHORITIES, OR FRANCHISES (JAN 1997)

(a) The offeror does (), does not (), hold authorization from the Federal Highway Administration (FHWA) or other cognizant regulatory body. If authorization is held, it is as follows:

(Name of regulatory body)

(Authorization No.)

(b) The offeror shall furnish to the Government, if requested, copies of the authorization before moving the material under any contract awarded. In addition, the offeror shall, at the offeror's expense, obtain and maintain any permits, franchises, licenses, and other authorities issued by State and local governments.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS.
(JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders**INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS****PROPOSAL INFORMATION - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS ARE ATTACHED AND MADE PART OF THIS OFFER.****1.0 MAGNITUDE OF THIS PROJECT**

An Indefinite Delivery/Indefinite Quantity contract will be awarded for the transportation and disposal of PCB contaminated sediments for the New Bedford Harbor Superfund Site to an off-site disposal facility. The duration of all T&D contracts awarded under this solicitation will be a five-year base period and each year thereafter will be added as an award term (see section H for details). Contracts awarded under this solicitation will have a Joint Total Acquisition Value of \$70M. Award of these contracts will be based upon the evaluation of proposals for the transportation and disposal of dredge material generated from the De-sanding Facility. Task orders will be issued on an as needed basis and depending on the level of future project funding.

2.0 PROPOSALS

Offerors should submit one proposal which sets forth their “best approach” to meet the objectives of this solicitation. Proposals for the work described herein, will be received until the time and date established in Block 9 of the Standard Form 33.

Proposals shall be sent to:

Contracting Officer
U.S. Army Corps of Engineers, New England District
ATTN: CENAE-CT (Ms. Rachael Raposa)
696 Virginia Road
Concord, MA 01742

Note: Hand delivered proposals shall be delivered at the above address.

3.0 AMENDING THE SOLICITATION

The government may change its requirements or terms and conditions before or after receipt of proposals. Such changes will be made through a solicitation amendment posted to the USACE web site. Amendments issued before the established time and date for receipt of proposals shall be issued to all parties receiving solicitations. Amendments issued after the established

time and date for receipt of proposals shall be issued to all Offerors that have not been eliminated from the competition.

4.0 PROPOSAL FORMAT

The proposals shall be in the following format:

<u>Proposal Document</u>	<u>Original</u>	<u># of Copies</u>
VOLUME I – Technical Approach, Experience and Past Performance, Resumes of Key Personnel, Waste Management Plan	1	2 (plus CD-ROM)
VOLUME II – Cost Licenses, Transportation Agreements, Proof of Insurance, Certification of Bonding Capability	1	2 (plus CD-ROM)

- (a) Proposal Requirements. All volumes are to consist of single spaced typewritten pages using a font no less than 12 point. A minimum binding edge margin of 0.75 inches shall be used. A smaller type may be used on charts, graphs, figures, diagrams and schematics to accommodate a “make it fit” software capability, however, all text must be legible and easily read. The page size of the Offeror’s proposal shall not exceed 8-1/2 inch by 11 inch. When included, foldout pages shall fold entirely within the volume and shall only be used for graphic representations. Each volume shall be contained within a 3-ring binder or spiral bound volumes.
- (b) All proposals shall contain the requirements stated herein and the volume number and name, address and telephone number of the Offeror on the cover shall identify every volume. Each volume shall also contain a Table of Contents, List of Tables, List of Figures, List of Appendices, List of Acronyms, and at the bottom left side of each page the volume number shall be included. The list of acronyms should include all acronyms appearing in the volume. The Offeror’s name, address, signature, and telephone number shall appear on any document to be evaluated.
- (c) Proposal clarity, organization (as requested in this solicitation) and cross-referencing are mandatory. No material shall be incorporated by reference. General cross-references or cross-referencing guides will not be considered as appropriate cross-references. In order for the proposal to receive an in-depth evaluation, it is necessary that the proposal be presented in a manner that will provide clarity, organization and cross referencing as required.

Each individual volume should have pages numbered in the lower right hand corner starting with the Offeror's Name with Volume number then the page number of that Volume, for example: Offeror, II-7.

5.0 PROPOSAL CONTENT

The proposal must be complete and contain the Offerors most favorable terms. The proposal shall address and contain the information listed below. This information will be used by the Source Selection Evaluation Board (SSEB) to evaluate and rate each proposal.

- (a)** Offerors are advised that their approach, conciseness and relevance of the proposal are important and unrelated information may reduce evaluation ratings. Proposals shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims and/or approaches. Proposals should not simply rephrase or restate the RFP's objectives, but rather shall provide convincing rationale to address how the Offeror intends to meet these objectives. Offerors shall assume that the government has no prior knowledge of their facilities, approach, and experience. Each Offeror shall provide either within their initial proposal the applicable licenses required by respective state or local agencies to transport the type of materials listed in the proposed contract. If, the Offeror is not able to acquire the applicable Federal, state and or local licenses and/or permits required for transportation and disposal of the material listed in its proposal, then the Offeror shall be declared not responsive.
- (b)** Each volume shall be written to the greatest extent possible, on a standalone basis so that its contents may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Cross-referencing within proposal volumes is permitted where its use would conserve space without impairing clarity. Proposals that provide only superficial coverage of the information required by this RFP will be rated accordingly. If information required for proposal evaluation is not found in the section designated for its presentation, it will be assumed to have been omitted from the proposal. Additionally, should the proposal include any standard company terms and conditions that conflict with the terms and conditions of the solicitation, the proposal may be determined to be "unacceptable" and thus ineligible for award.
- (c)** The following is a list of the evaluation factors and sub-factors and the information you must include in your proposal.

VOLUME I:

TECHNICAL APPROACH, EXPERIENCE, PAST PERFORMANCE AND RESUME OF KEY PERSONNEL

Offerors shall describe, in detail, specific standard operating procedures that they will use to receive, transport, manage, and deliver for disposal from the New Bedford Harbor Superfund Site. Offeror's should respond to each requirement of the RFP in a concise but

complete manner so as to convey a thorough understanding and a well thought out approach.

Offerors shall specifically address the following issues:

Transportation and Disposal Services

Sub-Factor 1 - Transportation Equipment: Descriptions of all required clean and serviceable transportation equipment (including source of equipment and quantities anticipated to meet the schedule and quantities of materials specified in the solicitation).

- Offerors should demonstrate that they can deliver sufficient quantities of clean and serviceable transportation equipment i.e., gondola cars, inter-modal containers, trailer trucks, marine cargo barges and other necessary material and equipment to the site, as applicable and specified by the Government. As a minimum, the Offeror shall be able to accept the quantities given in Section J – Attachment 10 of this solicitation but must also demonstrate their capability to accept maximum quantities of material estimated on a total project and annual basis as specified in Section C, paragraph 3.0.
- Offerors should clearly identify the source of all proposed transportation equipment, their control over the equipment (own, lease, or other) and shall provide their proposed exclusive use agreements.
- Offerors should demonstrate how they will be able to repair or replace, within 24 hours and at no additional cost to the government, transportation equipment that, at the government's sole discretion, does not pass the site's incoming visual inspection.
- Offerors should identify and describe what covers and liners will be used that satisfies applicable contract requirements.
- Offerors should demonstrate how their transportation equipment will be clearly and legibly marked with the maximum gross weight and tare weight for each container.
- Offerors should describe how they will comply with all Federal, State and local laws and regulations for the transportation and disposal of this material/

Sub-Factor 2 - Methods and Procedures:

Offeror should describe in detail the transportation methods and routes to be used. If the Offeror intends to transfer the New Bedford material from truck to rail cars or another form of transportation, details of where and how this transfer will take place shall be provided.

(Offeror's information regarding a trans-load facility (if applicable) will include material receiving points, methods of offloading, distance from rail spur to disposal sites, truck

routes, acceptance rate, temporary storage capacity, decontamination procedures, and inclement weather operations.)

Information provided shall include the following:

- Offerors should clearly identify their proposed transportation route, including trans-load facility, if applicable. Arrangements should assure maximum public safety, minimum costs and compliance with all transportation requirements.
- Offeror's should describe their spill response procedures that ensure 24 hour per day/7 days per week response ability. Offeror's should also describe their procedures for forward planning and for emergency communications and coordination with state and local first response organizations. Offeror should discuss any special considerations and/or restrictions necessary to facilitate their proposal.
- Offeror's proposal should demonstrate their understanding that they assume all Transporter responsibilities for the material once the Offeror has accepted it for transportation and disposal.
- Offerors should describe how they will comply with all Federal, State and Local laws and regulations for the transportation and disposal of this material.

Sub-Factor 3 - Remediation and Disposal Site Coordination:

- Facility procedures: Offerors should provide a detailed description on how transport activities will interface with their designated Disposal Facility. Issues would include a material acceptance plan (that could include the material acceptance criteria) and records management (that could include auditing and reporting). Also, coordinating items such as anticipated arrival of rail cars and trucks, awaiting acceptance at the designated facility, awaiting unloading, and acceptance of unloaded rail cars and trucks that are ready for return.
- Offerors should designate the individual selected to be their Transportation and Disposal (T&D) Coordinator and provide a resume of that individual's experience under Sub-Factor 7. Qualifications of the proposed T&D Coordinator will be evaluated for recent, similar experience. The Contracting Officer must approve any change to proposed key personnel before or after award of the contract. Offerors should describe how their T&D Coordinator will provide practical consulting services and problem resolution during start-up. This should include how they will provide shipping documents; manage the switching of rail cars; review of material classification, weights, volumes, etc.; advising on the installation of liners; closure of transportation equipment and unloading of transportation equipment.
- Offerors should describe its shipping documentation for each material container. The completeness and reasonableness of these documents will be evaluated.

- Offerors should describe how they will provide records to certify receipt of the material in each transportation container by the disposal contractor and any additional information that may be required by Federal, State, and local laws and regulations.

Sub-Factor 4 - Management Services

- The Offerors should identify all members of the project team, roles and responsibilities of team members should be clearly differentiated, and past experience working with team members should be presented. If resources from outside the Offeror's firm are envisioned, clearly explain how the Offeror will manage and direct those resources. Project organization will be evaluated for completeness, adequacy, and ease of implementation. Resumes of key personnel shall be provided in Volume I (Sub-Factor 6). Key personnel will be evaluated for recent similar experience. The Contracting Officer must approve any change to proposed key personnel, before or after award of the contract.
- Offerors should describe how they will track material to the disposal location(s) and the daily/weekly reports to be provided. Also, describe how a location summary of en-route equipment will be provided daily that includes notations for any anomalies, delays, etc. Provide example of reports to be used for tracking shipments, and the data they will provide to fulfill requirements of applicable Federal, State, and local laws and regulations.
- Offerors should describe how they will coordinate and schedule all transportation and disposal services with the On-Site TERC in accordance with the scope and schedule of the contract. This includes the coordination and scheduling of all lower-tier subcontractors, as well as, the timely delivery and return of transportation equipment.
- Offerors should describe how they will immediately notify the government upon learning of any potential/actual reportable incident that occurs during the transportation.
- Offerors should provide their final inspection criteria that they want to use prior to shipment, to accept loaded trailer trucks, railcars, or barges. Offerors should include their understanding that they are to be responsible for the material from this point through the time material is accepted by the Disposal Facility.
- Offerors should describe how they intend to resolve transportation and disposal discrepancies, including but not limited to non-conformances.
- Offerors should demonstrate how they will conform to all safety requirements (Federal, State, local and facility) to include compliance with On-Site TERC's site safety requirements.

Sub-Factor 5 – Past Performance/Experience:

The enclosed questionnaire listed in Section J, Attachment 11 shall be completed and submitted with your proposal. The questionnaire shall be completed by the Offeror's five (5) most recently completed and relevant government or private contracts or task orders at least 90% physically completed by the offeror, as a prime contractor. Each questionnaire shall be placed inside of an envelop and sealed by the POC/reference and submitted and returned to the Offeror for submission with the Offerors proposal

The following items will be evaluated for Past Performance based on the written Performance Evaluations received:

Quality of Service

Timeliness of Performance

Cost Control

Business Practices

Customer Satisfaction

Key Personnel

Utilization and Management of Subcontractors/Team Members

Safety

The offeror shall provide a detailed narrative of the referenced projects which shall include information for each of the criteria listed above.

The Government will verify information submitted on these questionnaires. Two Points of Contact (POC) with the customer (and prime contractor if appropriate) as well as Regulatory points of contact must be provided.

Projects will be reviewed for similarly in size, methods, and materials to the transportation and disposal services to be provided at the New Bedford Harbor Superfund Site. Similar projects will receive higher ratings. Projects where Offeror had similar responsibilities will be rated higher. Work performed directly by the Offeror shall be rated higher than work performed by team members, subcontractors or employees who were working for another firm at the time the work was performed. Recent projects will be scored higher than older projects.

The Government will verify information submitted on these questionnaires. The burden of providing thorough and complete past performance information rests with the Offeror and their references

Sub-Factor 6 – Resumes of Key Personnel

Offerors must provide the names and resumes of the key personnel whom they propose to employ on the New Bedford Project (see Section C, paragraph 4.7). The resumes should

demonstrate the experience of these individuals on projects similar to the New Bedford project to include names and locations of the projects together with the positions held by these individuals on projects. Indicate fully the responsibilities those key personnel had in connection with any of the projects listed in the "Experience/Past Performance" section above and any other projects that involved managing project comparable to this project. Only information relating to an individual's experience and ability to perform will be evaluated. Do not furnish information on any individual's, social, civic, or fraternal activities. Also, include the name and current telephone number of the contact that has knowledge of the performance of the individual named. The Contracting Officer must approve any change to proposed key personnel, before or after award of the contract.

Sub-Factor 7 – Waste Management Plan

As specified in Section C paragraph 6.0 WASTE DISPOSAL REQUIREMENTS, the Offeror shall submit a comprehensive Waste Management Plan for all proposed disposal facilities that describes, in detail, specific standard operating procedures that shall be implemented to receive, manage, dispose and monitor waste material received for disposal under this contract.

VOLUME II:

COST, LICENSES, TRANSPORTATION AGREEMENTS, PROOF OF INSURANCE, AND CERTIFICATION OF BONDING CAPACITY

Sub-Factor 1 – Cost

Offerors shall submit, in Volume II, the price information as requested in Section J, Attachment 10 of this solicitation. The Offerors shall provide, for each Unit Price Schedule and associated line items, a complete breakout of costs to include, but not be limited to, transportation costs, waste disposal facility costs and fees, material and equipment costs, surcharges, state levied transportation taxes, overheads, and profit.

Volume II will be evaluated as to price, affordability, realism and reasonableness.

Items required for Sub-Factors 2 will be evaluated on a GO or NO GO Basis. Failure to submit these items may preclude a contract award to your firm.

Sub-Factor 2 - Licenses, Transportation Agreements, Proof of Insurance, And Certification Of Bonding Capacity

As specified in Section C of this solicitation, Offerors must provide all licenses, transportation agreements and insurance certificates necessary for the performance of work.

As specified in Section H of this solicitation, Offerors must provide certification from a U.S. Department of Treasury certified bonding company that the Offeror can obtain Performance and Payment Bonds in the amount of the Offeror's first-year base bid.

6.0 REPRESENTATIONS AND CERTIFICATIONS. Offerors shall submit with their proposal a fully executed Representations and Certifications (See Section K of RFP) and insert in Volume II as a separate tab item.

7.0 PRICE: The pricing tables in Section J, Attachment 10 of this solicitation must be filled out.

8.0 JOINT VENTURES (JVs) AND LIMITED LIABILITY CORPORATIONS (LLCs).

Joint Ventures and Limited Liability Corporations shall submit the following additional documentation regarding their business entities (to be submitted in Volume II as a separate tab item):

- (a) A certified copy of their Joint Venture/Limited Liability Corporation agreement.
- (b) A detailed statement outlining the following in terms of percentages, where appropriate:
 - (1) The relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing.
 - (2) The management approach of the joint venture in terms of who will conduct, direct, supervise and control the project and have custody and control of the assets of the joint venture and perform the duties necessary to complete the work.
 - (3) The structure of the joint venture and decision-making responsibilities of the JV/LLC parties/members in terms of who will control the manner and method of performance of the work.
 - (4) The bonding responsibilities of the JV/LLC parties/members.
 - (5) Identify the key personnel having authority to legally bind the JV/LLC to subcontracts and state who will provide or contract for the labor and materials for the JV/LLC.
 - (6) Who will maintain the JV/LLC bank accounts for the payment of all expenses and the deposits of all receipts, keep the books and records, and pay applicable taxes for the JV/LLC.
 - (7) Who will furnish the facilities, such as office supplies and telephone service?
 - (8) Who has overall control of the JV/LLC?

Other sections of the proposal shall identify, where appropriate, whether key personnel are employees of the individual JV/LLC parties/members and identify the party/member, or hired as employees of the JV/LLC. If one of the JV/LLC parties/members possesses experience and/or past performance as a Federal government contractor or as a Corps of Engineers contractor, that experience and/or past performance will be included as the experience and/or past performance of the JV/LLC.

9.0 INQUIRIES. All technical questions concerning this solicitation should be submitted in writing, email or faxed to:

U.S. Army Engineer District, New England

696 Virginia Road

Attn: CENAE-CT/Ms. Raposa

Concord, Ma 01742-2751

Telephone: (978) 318-8249

Fax: (978) 318-8207

Rachael.raposa@usace.army.mil

Please include the solicitation number, project title, and location of project in your inquiry. This office must receive written inquiries not later than 14 calendar days prior to the date set for receipt of offers.

Oral explanations or instructions are not binding and do not impact the offer. Any information given to an offeror that impacts the offer will be given in the form of a written amendment to the solicitation.

Proposals for the work described herein will be received at the above address. Please transmit proposals in sealed envelopes/packages that are clearly labeled with the solicitation number.

10.0 SITE VISIT

(a) Offerors are urged to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Maurice Beaudoin

Address: 103 Saywer Street, New Bedford, MA

Telephone: 978-318-8223

52.215-1 -- Instructions to Offerors -- Competitive Acquisition.

Instructions to Offerors -- Competitive Acquisition (Jan 2004)

(a) *Definitions.* As used in this provision --

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.”

“In writing,” “writing,” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(f) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

- (2) The first page of the proposal must show --
- (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) *Submission, modification, revision, and withdrawal of proposals.*
- (i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii)
 - (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government

requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without

restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

- (2) Mark each sheet of data it wishes to restrict with the following legend:
Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

(End of clause)

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from U.S. Army Corps of Engineers-New England District, Contracts Branch – Building 1, 696 Virginia Road, Concord, MA 01742-221

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

(a) Definitions. As used in this provision--

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Uncompensated overtime rate is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\$20.00 \times 40 \text{ divided by } 45 = \17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of clause)

52.247-6 FINANCIAL STATEMENT (APR 1984)

The offeror shall, upon request, promptly furnish the Government with a current certified statement of the offeror's financial condition and such data as the Government may request with respect to the offeror's operations. The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for information will subject the offer to possible rejection on responsibility grounds.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.hq.usace.army.mil/cepr/asp/library/efar.asp>

<http://acqnet.saalt.army.mil/LIBRARY>

(End of provision)

Section M - Evaluation Factors for Award**SECTION M****EVALUATION FACTORS FOR AWARD****1. FORMAL SOURCE SELECTION**

All offers received in response to this solicitation will be evaluated in accordance with formal source selection procedures delineated in Federal Acquisition Regulation Part 15 and Army Source Selection Guide. The principal objective of this process is to make a contract award to the responsible Offeror(s) whose proposal is determined by the Source Selection Authority (SSA) to be overall most advantageous to the Government, price and other factors considered. This is known as the "Tradeoff process" in the "Best Value Continuum". The Government reserves the right to consider and evaluate information regarding past performance from sources outside the proposal. The process is designed to ensure the impartial, equitable, and comprehensive evaluation of all technically acceptable, responsible offers received in response to this particular solicitation.

(a) Source Selection Organization.

The source selection organization is established as a separate organization and management chain of command whose only purpose is to accomplish the objective above. The organization consists of a Source Selection Authority (SSA) and a Source Selection Evaluation Board (SSEB). The organization is designed to ensure active ongoing involvement of appropriate contracting, technical, logistics, legal, cost analysis, small business, and other functional staff management expertise.

(b) Source Selection Procedure.

The source selection procedures will begin with an initial review of proposals and continue with a technical and cost evaluation conducted by the SSEB. The SSEB shall evaluate the proposals based solely on the evaluation criteria identified in the paragraphs below. The results of the SSEB evaluations will be presented to the SSA. The SSA will review the proposals based on the best value to the Government, price and other factors considered. The SSA will either make the final source selection decision or determine that communications with offerors are necessary prior to competitive range determination. The Government intends to award without discussions.

After any necessary communications with offerors, negotiations will be conducted with offerors in the competitive range. After conclusion of discussions and receipt of final revised technical proposals, the SSEB will complete the evaluation and establish final ratings. Results of the final ratings will be presented to the SSA. The SSA will then

review the proposals based on the best value to the government, price and other factors considered. The SSA shall make the final source selection decision.

- (c) The Government will award up to two contracts resulting from this solicitation to the firms selected in accordance with the procedures described earlier in this paragraph. The Government may reject any or all offers or award only one contract if such action is determined to be in the best interest of the Government.

2. EVALUATION FACTORS FOR AWARD

Evaluation Factors. The Request for Proposal (RFP) establishes the criteria or factors to be used in the evaluation process. The evaluation Factors and Sub-factors listed in Section L in Volume I are listed in order of their importance. All Factors and Sub-factors will be evaluated on the soundness of approach, completeness, conciseness, and relevance of information provided. Volume I and Volume II are of equal importance.

The relative importance of Factors and significant Sub-Factors is set forth as follows below.

RELATIVE WEIGHT OF EVALUATION FACTORS/SUB-FACTORS

Volumes & Factor/Sub-Factors	Relative Importance
Volume 1 –Factor 1 Technical Approach, Experience, Past Performance and Resume Of Key Personnel	Equally important as Volume II The following Sub-factors are listed in descending order of importance. However, Sub-factors 2 and 3 are of equal importance but less important than Sub-factor 1.
Sub-Factors	
1. Transportation Equipment	
2. Methods and Procedures	
3. Remediation and Disposal Site Coord.	
4. Management Services	
5. Experience/Past Performance	
6. Resume of Key Personnel	
7. Waste Management Plan	
Volume II – Factor II Cost, Licenses, Transportation Agreements, Proof of Insurance, and Certification of Bonding Capacity	Equally important as Volume I
Sub-Factors	
1. Cost	Equally important as Volume I
2. Licenses, Transportation Agreements, Insurance Certificates, Proof of Bonding Capability	Shall be evaluated on a “GO” or “NO GO” Basis.

Volume II, Sub-Factor 1, will be subjectively evaluated to determine reasonableness, affordability, the adequacy and value of the cost data, whether the costs are realistic for the work to be performed, and whether the costs reflect the offeror's understanding of the requirements.

The technical evaluation factors (Volume 1), when combined, are of equal importance to cost or price.

The closer the total evaluated technical ratings of acceptable offers are to one another, the greater will be the importance of price in making the award determination. The closer the final price evaluations are to one another, the greater will be the importance of the total evaluated technical ratings in making the award determination.

Overall, evaluators shall assess the proposal's acceptability to the requirements of the RFP. If a factor/sub-factor in the proposal does not address an element, it shall be evaluated accordingly. The evaluator, however, will continue to evaluate the remaining technical portions of the proposal. However, if an item or sub-item in the past performance portion of the proposal does not address the requirements, it shall receive a neutral rating. The evaluator will continue to evaluate the remaining technical portions of the proposal

BASIS FOR AWARD

The government intends to make award, without discussions, to that responsible Offeror(s) whose proposal conforms to the solicitation and is determined to be the Best Value to the government. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. Each proposal will be evaluated based on the criteria established in Section L, M, and the Source Selection Plan.

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

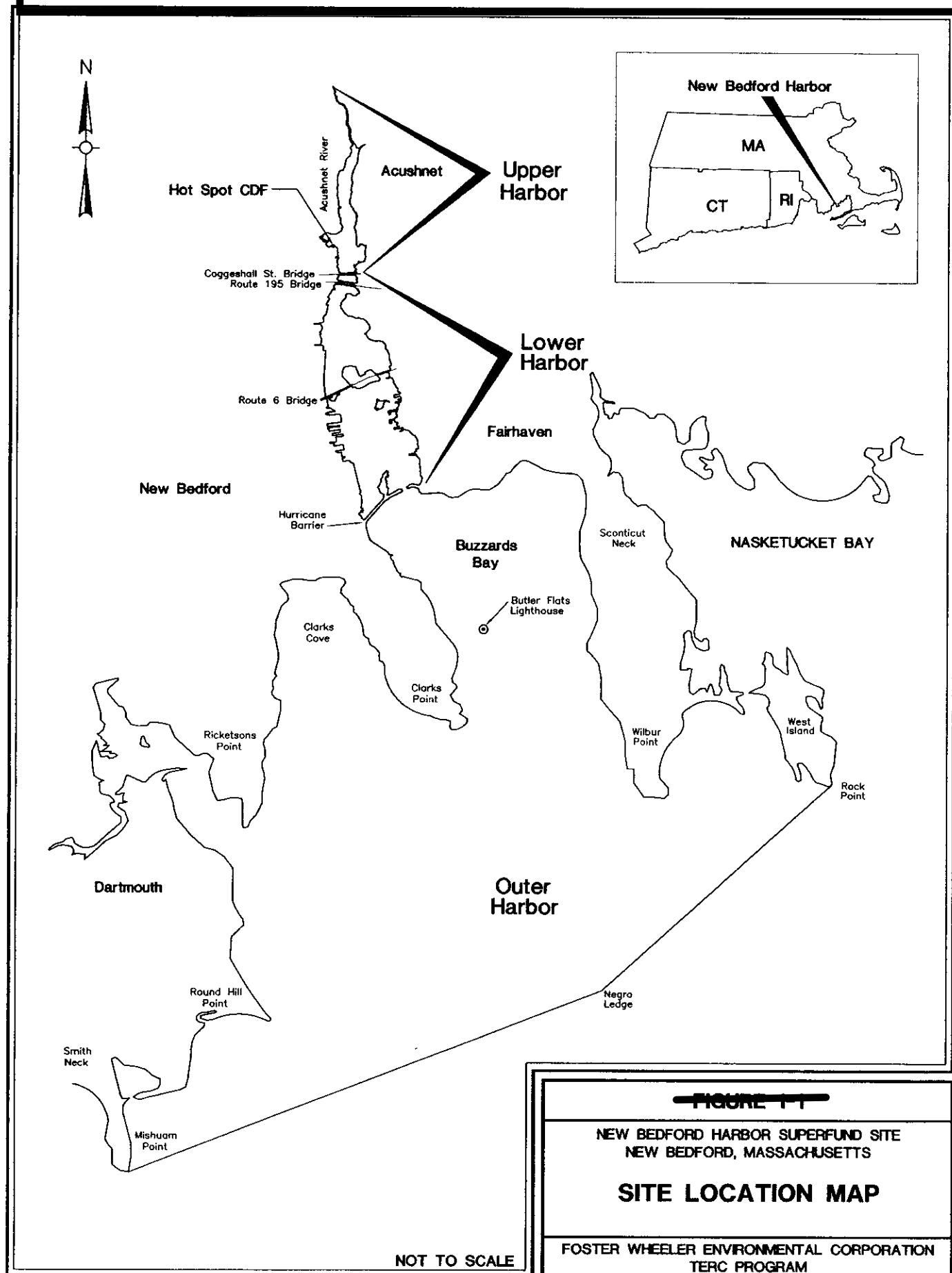
(End of provision)

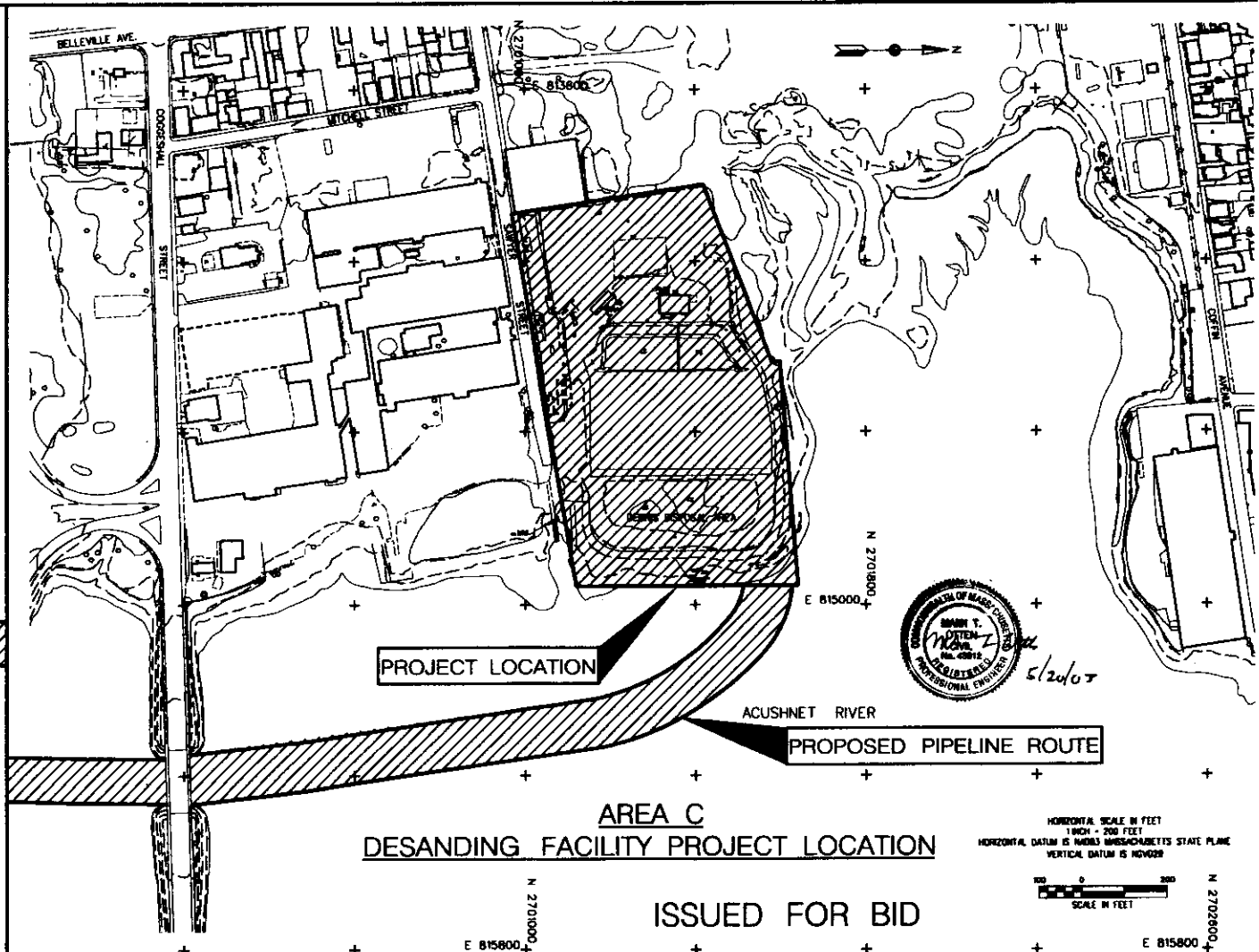
52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)

A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.

(End of clause)

T&D CONTRACT - ATTACHMENT NO. 1





Rev.	Date	Description	By	Appr.
1	08/20/03	ISSUED FOR CONSTRUCTION	M.O.	
2	02/28/02	ISSUED FOR DESIGN SUBMITTAL	M.O.	
3	03/07/02	ISSUED FOR DESIGN REVIEW	M.O.	

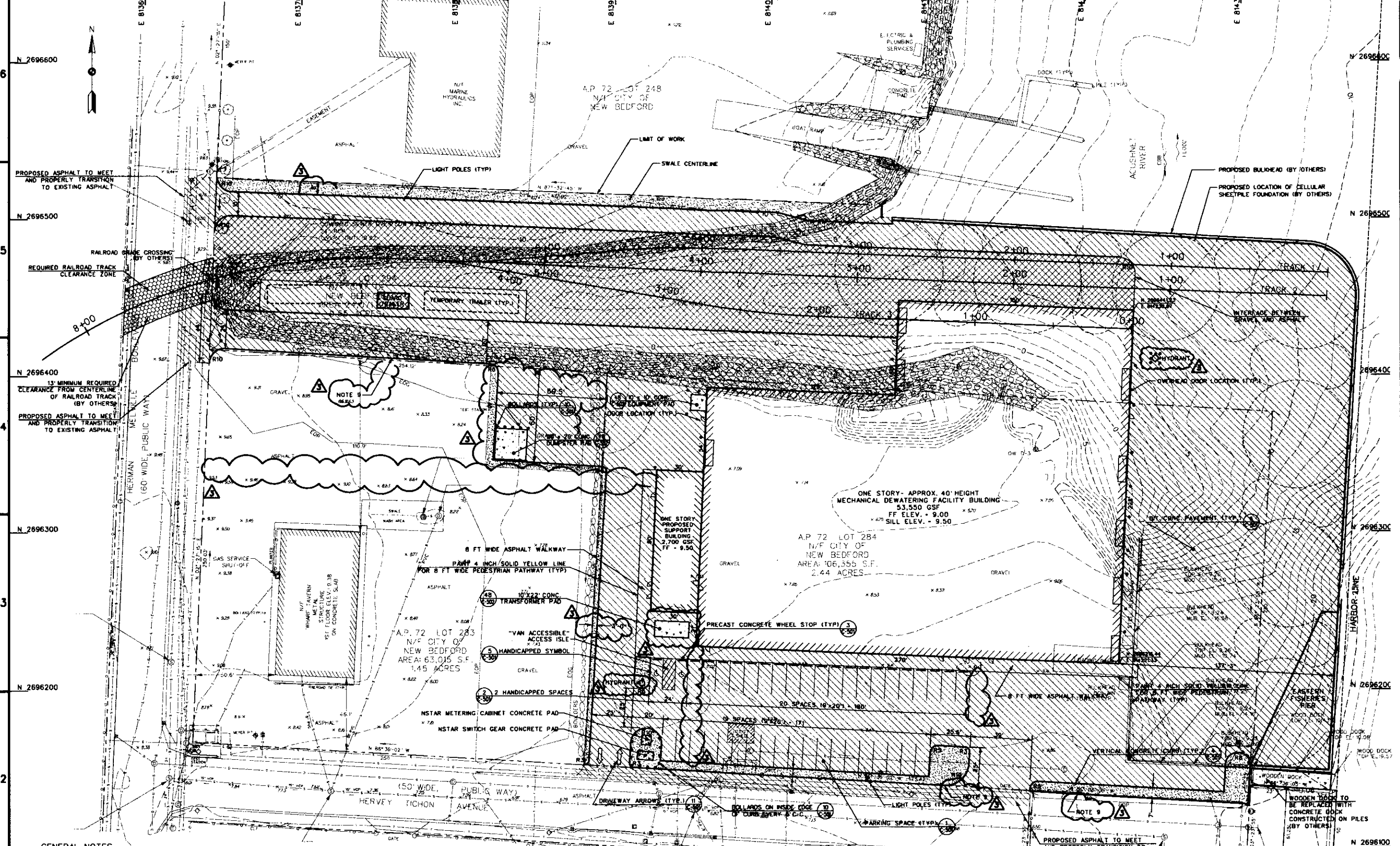
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3	03/07/02	ISSUED FOR DESIGN REVIEW	M.O.	

U.S. ARMY ENGINEER DISTRICT
CORPS OF ENGINEERS
CONCORD, MASSACHUSETTS

DESIGNED BY: D. MAHER, D. WATKINS
DRAWN BY: F. MICHIELLI, C. POTVIN
CHECKED BY: R. OTTEN
SCALE: 1" = 30'

NEW BEDFORD HARBOR SUPERFUND SITE
NEW BEDFORD, MASSACHUSETTS
DESIGNING AND DRAINAGE FACILITIES DESIGN
T&D ATTACHMENT NO. 3
AREA D
SITE PLAN

Reference number:
C-103
Sheet 10 of 43



- GENERAL NOTES**
- SEE SHEET C-101 FOR VERTICAL AND HORIZONTAL CONTROL DATA.
 - EXISTING UTILITY LOCATIONS DEPICTED AND NOTED HEREON ARE TO BE CONSIDERED APPROXIMATE. (SEE NOTE 3, SHEET C-101.)
 - THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND FEATURES AFFECTING THIS WORK SHALL BE VERIFIED PRIOR TO CONSTRUCTION.
 - BUILDING DIMENSIONS GIVEN TO LIMITS OF FOUNDATION. SEE SHEET S-501 FOR FOUNDATION DIMENSIONS.
 - SEE SHEET C-105 FOR FENCING LOCATIONS.
 - SEE SHEET C-106 FOR RAILROAD LAYOUT.
 - SEE SHEET L-101 FOR LANDSCAPE PLAN.
 - INCREASE IN TOTAL LOT AREA DUE TO BULKHEAD CONSTRUCTION.
 - THE ACTUAL LOCATION OF CURBS SHALL BE DETERMINED BASED ON SURVEYED LOT LINE LOCATIONS (SEE DRAWING C-111). CONSTRUCT CURB SO THAT OUTSIDE IS 0.5 FEET INSIDE LOT LINE.
 - CURBS AND EDGE OF PAVEMENT SHALL BE WITHIN 0.25 FEET OF DESIGN LOCATION.

LEGEND:

[Pattern]	BITUMINOUS CONC. PAVEMENT
[Pattern]	CONCRETE
[Pattern]	GRAVEL
[Pattern]	LANDSCAPE

AREA CALCULATIONS:

EXISTING LOTS	
A.P. 72 LOT 283	63,015 SF
A.P. 72 LOT 284	106,355 SF
A.P. 72 LOT 285	24,071 SF
TOTAL LOT AREA	193,441 SF
IMPROVED AREA	
EXISTING BUILDINGS (WHARF TAVERN)	4,641 GSF
NEW BUILDINGS	57,690 GSF
TOTAL BUILDINGS	62,331 GSF (32% LOT OCCUPANCY)
NEW BITUMINOUS CONC. PAVEMENT	115,027 SF
NEW CONCRETE SURFACES	1,375 SF
NEW GRAVEL	27,480 SF
NEW LANDSCAPED AREAS	8,539 SF
TOTAL IMPROVED AREA	212,734 SF
TOTAL UNIMPROVED AREA	58,929 SF
TOTAL AREA	271,663 SF - SEE NOTE 8

ISSUED FOR CONSTRUCTION

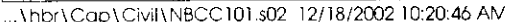
5/2/07

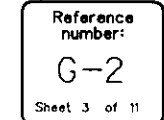
NOTE: THIS DOCUMENT IS THE PROPERTY OF USACE, PREPARED BY FOSTER WHEELER ENVIRONMENTAL CORP., AND IS PROVIDED UPON THE CONDITION THAT IT WILL NEITHER BE REPRODUCED, COPIED, ISSUED TO A THIRD PARTY, WILL BE USED SOLELY FOR THE ORIGINAL INTENDED PURPOSE AND SOLELY FOR THE EXECUTION OR REVIEW OF THE ENGINEERING AND CONSTRUCTION OF THE SUBJECT PROJECT.

HORIZONTAL SCALE IN FEET
1" = 30 FEET
HORIZONTAL DATUM IS NAD83 MASSACHUSETTS STATE PLANE
VERTICAL DATUM IS NGVD29

SCALE IN FEET

ISSUED FOR BID





ATTACHMENT 7

UNIT PRICE SCHEDULE

**TRANSPORTATION AND DISPOSAL OF BULK PCB REMEDIATION WASTE
FROM DEWATERING FACILITY**

LINE ITEM	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE	PRICE
<u>BASE YEAR 1</u>				
1	<u>Waste Type:</u> Dewatered Sediment (Filter Cake) TSCA Regulated (≥ 50 ppm Total PCBs)	Minimum 20,000 Tons Maximum 85,000 Tons	\$_____/Ton	\$_____
2	Performance and Payment Bonds		\$_____per \$1,000	\$_____

UNIT PRICE SCHEDULE

**TRANSPORTATION AND DISPOSAL OF BULK PCB REMEDIATION WASTE
FROM DEWATERING FACILITY**

LINE ITEM	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE	PRICE
<u>BASE YEAR 2</u>				
1	<u>Waste Type:</u> Dewatered Sediment (Filter Cake) TSCA Regulated (≥ 50 ppm Total PCBs)	Minimum 20,000 Tons Maximum 85,000 Tons	\$_____/Ton	\$_____

UNIT PRICE SCHEDULE

**TRANSPORTATION AND DISPOSAL OF BULK PCB REMEDIATION WASTE
FROM DEWATERING FACILITY**

LINE ITEM	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE	PRICE
<u>BASE YEAR 3</u>				
1	<u>Waste Type:</u> Dewatered Sediment (Filter Cake) TSCA Regulated (≥ 50 ppm Total PCBs)	Minimum 20,000 Tons Maximum 85,000 Tons	\$_____/Ton	\$_____

UNIT PRICE SCHEDULE

**TRANSPORTATION AND DISPOSAL OF BULK PCB REMEDIATION WASTE
FROM DEWATERING FACILITY**

LINE ITEM	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE	PRICE
<u>BASE YEAR 4</u>				
1	<u>Waste Type:</u> Dewatered Sediment (Filter Cake) TSCA Regulated (≥ 50 ppm Total PCBs)	Minimum 20,000 Tons Maximum 85,000 Tons	\$_____/Ton	\$_____

UNIT PRICE SCHEDULE

**TRANSPORTATION AND DISPOSAL OF BULK PCB REMEDIATION WASTE
FROM DEWATERING FACILITY**

LINE ITEM	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE	PRICE
<u>BASE YEAR 5</u>				
1	<u>Waste Type:</u> Dewatered Sediment (Filter Cake) TSCA Regulated (≥ 50 ppm Total PCBs)	Minimum 20,000 Tons Maximum 85,000 Tons	\$_____/Ton	\$_____

UNIT PRICE SCHEDULE

**TRANSPORTATION AND DISPOSAL OF BULK PCB REMEDIATION WASTE
FROM DEWATERING FACILITY**

LINE ITEM	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE	PRICE
<u>AWARD TERM 1 (YEAR 6)</u>				
1	<u>Waste Type:</u> Dewatered Sediment (Filter Cake) TSCA Regulated (≥ 50 ppm Total PCBs)	Minimum 20,000 Tons Maximum 85,000 Tons	\$_____/Ton	\$_____

UNIT PRICE SCHEDULE

**TRANSPORTATION AND DISPOSAL OF BULK PCB REMEDIATION WASTE
FROM DEWATERING FACILITY**

LINE ITEM	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE	PRICE
<u>AWARD TERM 2 (YEAR 7)</u>				
1	<u>Waste Type:</u> Dewatered Sediment (Filter Cake) TSCA Regulated (≥ 50 ppm Total PCBs)	Minimum 20,000 Tons Maximum 85,000 Tons	\$_____/Ton	\$_____

UNIT PRICE SCHEDULE

**TRANSPORTATION AND DISPOSAL OF BULK PCB REMEDIATION WASTE
FROM DEWATERING FACILITY**

LINE ITEM	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE	PRICE
<u>AWARD TERM 3 (YEAR 8)</u>				
1	<u>Waste Type:</u> Dewatered Sediment (Filter Cake) TSCA Regulated (≥ 50 ppm Total PCBs)	Minimum 20,000 Tons Maximum 85,000 Tons	\$_____/Ton	\$_____

UNIT PRICE SCHEDULE

**TRANSPORTATION AND DISPOSAL OF BULK PCB REMEDIATION WASTE
FROM DEWATERING FACILITY**

LINE ITEM	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE	PRICE
<u>AWARD TERM 4 (YEAR 9)</u>				
1	<u>Waste Type:</u> Dewatered Sediment (Filter Cake) TSCA Regulated (≥ 50 ppm Total PCBs)	Minimum 20,000 Tons Maximum 85,000 Tons	\$_____/Ton	\$_____

UNIT PRICE SCHEDULE

**TRANSPORTATION AND DISPOSAL OF BULK PCB REMEDIATION WASTE
FROM DEWATERING FACILITY**

LINE ITEM	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE	PRICE
<u>AWARD TERM 5 (YEAR 10)</u>				
1	<u>Waste Type:</u> Dewatered Sediment (Filter Cake) TSCA Regulated (≥ 50 ppm Total PCBs)	Minimum 20,000 Tons Maximum 85,000 Tons	\$_____/Ton	\$_____

UNIT PRICE SCHEDULE

**TRANSPORTATION AND DISPOSAL OF BULK PCB REMEDIATION WASTE
FROM DEWATERING FACILITY**

LINE ITEM	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE	PRICE
<u>AWARD TERM 6 (YEAR 11)</u>				
1	<u>Waste Type:</u> Dewatered Sediment (Filter Cake) TSCA Regulated (≥ 50 ppm Total PCBs)	Minimum 20,000 Tons Maximum 85,000 Tons	\$_____/Ton	\$_____

ATTACHMENT 8
SUPPLIES OR SERVICES AND PRICES/COSTS

PROPOSAL UNIT PRICE SCHEDULES (UPS) NOTES AND INSTRUCTIONS

1. All adjustments are to be included within the Offeror's pricing. There will be no price adjustments by the Government for loading demurrage, return car cost, unloading demurrage, under-utilization fee, free liquids, frozen material, excess moisture and like charges.
2. The format of the price schedule shall not be changed or adapted. Unit prices shall include, but not be limited to, all labor costs, material costs, equipment costs, surcharges, state levied transportation taxes, incidental transfer of materials en route to the designated disposal facility, overheads, and profit.
3. Bid prices must be entered for all items in the Unit Price Schedule. Failure to do so will result in disqualification of a proposal.
4. For purposes of payment, the on-site scales will weigh waste material prior to off-site transport. Quantities will be rounded to the nearest pound.
5. Price and payment shall constitute full compensation for providing all equipment, labor, materials, and performing all operations necessary to transport and dispose materials.
6. Cost of Performance and Payment Bonds shall be provided in the amount of the Contractor's bid price as identified in the Task Order No.1 - Unit Price Schedule. Bonds shall be in accordance with FAR clause 52.228-16 Performance and Payment Bonds. Both payment and performance bonds shall be at one hundred (100) percent of the bid price. The Offeror shall use a U.S. Department of Treasury certified bonding company. The Offeror shall document their ability to obtain bonds for the bid price amount. Certification of bonding capacity shall be provided in Volume II of the Offeror's proposal.
7. Future Task Orders will identify the specific contract schedule and line items to be utilized. These task orders will be issued on an as needed basis and will specify a total disposal quantity and anticipated shipment schedule based on the dewatering facility production rate.
8. Each line item description of the price schedule as listed in Section J, Attachment 7 does not in any way limit the responsibility of the offeror for making a thorough investigation of the Request for Proposal to determine the scope of the work included in each item.

ATTACHMENT 9

WAGE DETERMINATION NO: 94-2259 REV (17) AREA: MA,SOUTHEASTERN

WAGE DETERMINATION NO: 94-2259 REV (17) AREA: MA,SOUTHEASTERN
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
WASHINGTON D.C. 20210

William W.Gross	Division of	Wage Determination No.: 1994-2259
Director	Wage Determinations	Revision No.: 17
		Date Of Last Revision: 08/28/2003

This wage determination applies to the following counties in **MASSACHUSETTS**:
BARNSTABLE, **BRISTOL**, DUKES, NANTUCKET, NORFOLK, and PLYMOUTH Excluding the
cities

and towns listed below:

BRISTOL County: Attleboro City, Mansfield, North Attleborough Town, Norton
Town,

Raynham, Reheoboth Town, and Seekonk.

NORFOLK County: Quincy City, Bellingham Town, Braintree Town, Brookline Town,
Canton

Town, Cohasset Town, Dedham Town, Dover Town, Foxborough Town, Franklin Town,
Holbrook Town, Medfield Town, Medway Town, Millis Town, Milton Town, Needham
Town,

Norfolk Town, Norwood Town, Randolph Town, Sharon Town, Stoughton Town, Walpole
Town, Wellesley Town, Westwood Town, Weymouth Town, and Wrentham Town.

PLYMOUTH County: Carver, Duxbury Town, Hanover Town, Hanson Town, Hingham Town,
Hull

Town, Kingston Town, Lakeville, Marshfield Town, Middleborough, Norwell Town,
Pembroke Town, Plymouth, Plympton, Rockland Town, and Scituate Town.

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.15
01012 - Accounting Clerk II	12.94
01013 - Accounting Clerk III	14.71
01014 - Accounting Clerk IV	15.21
01030 - Court Reporter	15.74
01050 - Dispatcher, Motor Vehicle	15.39
01060 - Document Preparation Clerk	12.09
01070 - Messenger (Courier)	9.89
01090 - Duplicating Machine Operator	12.09
01110 - Film/Tape Librarian	12.77
01115 - General Clerk I	10.00
01116 - General Clerk II	11.85
01117 - General Clerk III	13.63
01118 - General Clerk IV	14.06
01120 - Housing Referral Assistant	18.00
01131 - Key Entry Operator I	11.88
01132 - Key Entry Operator II	13.37
01191 - Order Clerk I	10.48
01192 - Order Clerk II	12.56
01261 - Personnel Assistant (Employment) I	11.90
01262 - Personnel Assistant (Employment) II	14.10
01263 - Personnel Assistant (Employment) III	15.74
01264 - Personnel Assistant (Employment) IV	17.50
01270 - Production Control Clerk	17.50
01290 - Rental Clerk	13.89
01300 - Scheduler, Maintenance	13.89
01311 - Secretary I	13.89

01312	- Secretary II	15.66
01313	- Secretary III	18.00
01314	- Secretary IV	20.43
01315	- Secretary V	21.76
01320	- Service Order Dispatcher	13.57
01341	- Stenographer I	13.30
01342	- Stenographer II	14.75
01400	- Supply Technician	20.43
01420	- Survey Worker (Interviewer)	13.60
01460	- Switchboard Operator-Receptionist	11.34
01510	- Test Examiner	15.66
01520	- Test Proctor	15.66
01531	- Travel Clerk I	11.70
01532	- Travel Clerk II	12.54
01533	- Travel Clerk III	13.34
01611	- Word Processor I	11.56
01612	- Word Processor II	12.98
01613	- Word Processor III	14.50
03000	- Automatic Data Processing Occupations	
03010	- Computer Data Librarian	12.47
03041	- Computer Operator I	13.21
03042	- Computer Operator II	14.78
03043	- Computer Operator III	17.73
03044	- Computer Operator IV	19.70
03045	- Computer Operator V	21.82
03071	- Computer Programmer I (1)	18.14
03072	- Computer Programmer II (1)	22.27
03073	- Computer Programmer III (1)	27.00
03074	- Computer Programmer IV (1)	27.62
03101	- Computer Systems Analyst I (1)	27.62
03102	- Computer Systems Analyst II (1)	27.62
03103	- Computer Systems Analyst III (1)	27.62
03160	- Peripheral Equipment Operator	13.21
05000	- Automotive Service Occupations	
05005	- Automotive Body Repairer, Fiberglass	18.90
05010	- Automotive Glass Installer	17.71
05040	- Automotive Worker	15.97
05070	- Electrician, Automotive	16.74
05100	- Mobile Equipment Servicer	14.48
05130	- Motor Equipment Metal Mechanic	17.46
05160	- Motor Equipment Metal Worker	15.97
05190	- Motor Vehicle Mechanic	17.48
05220	- Motor Vehicle Mechanic Helper	13.69
05250	- Motor Vehicle Upholstery Worker	15.21
05280	- Motor Vehicle Wrecker	15.97
05310	- Painter, Automotive	16.74
05340	- Radiator Repair Specialist	15.97
05370	- Tire Repairer	13.39
05400	- Transmission Repair Specialist	17.46
07000	- Food Preparation and Service Occupations	
(not set)	- Food Service Worker	9.66
07010	- Baker	12.65
07041	- Cook I	11.87
07042	- Cook II	13.09
07070	- Dishwasher	8.82
07130	- Meat Cutter	14.72
07250	- Waiter/Waitress	10.49
09000	- Furniture Maintenance and Repair Occupations	
09010	- Electrostatic Spray Painter	16.14
09040	- Furniture Handler	11.59
09070	- Furniture Refinisher	16.14
09100	- Furniture Refinisher Helper	13.19
09110	- Furniture Repairer, Minor	14.66

09130 - Upholsterer	16.14
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.07
11060 - Elevator Operator	10.14
11090 - Gardener	13.85
11121 - House Keeping Aid I	9.71
11122 - House Keeping Aid II	10.14
11150 - Janitor	11.15
11210 - Laborer, Grounds Maintenance	12.05
11240 - Maid or Houseman	9.71
11270 - Pest Controller	14.56
11300 - Refuse Collector	11.15
11330 - Tractor Operator	12.86
11360 - Window Cleaner	12.05
12000 - Health Occupations	
12020 - Dental Assistant	14.71
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.86
12071 - Licensed Practical Nurse I	12.56
12072 - Licensed Practical Nurse II	14.10
12073 - Licensed Practical Nurse III	15.77
12100 - Medical Assistant	12.82
12130 - Medical Laboratory Technician	12.82
12160 - Medical Record Clerk	12.82
12190 - Medical Record Technician	15.44
12221 - Nursing Assistant I	8.66
12222 - Nursing Assistant II	9.73
12223 - Nursing Assistant III	10.64
12224 - Nursing Assistant IV	11.93
12250 - Pharmacy Technician	13.90
12280 - Phlebotomist	12.82
12311 - Registered Nurse I	19.55
12312 - Registered Nurse II	23.91
12313 - Registered Nurse II, Specialist	23.91
12314 - Registered Nurse III	28.92
12315 - Registered Nurse III, Anesthetist	28.92
12316 - Registered Nurse IV	34.67
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	19.87
13011 - Exhibits Specialist I	17.21
13012 - Exhibits Specialist II	21.31
13013 - Exhibits Specialist III	24.68
13041 - Illustrator I	17.14
13042 - Illustrator II	21.44
13043 - Illustrator III	22.59
13047 - Librarian	24.81
13050 - Library Technician	12.83
13071 - Photographer I	14.36
13072 - Photographer II	16.04
13073 - Photographer III	19.88
13074 - Photographer IV	21.15
13075 - Photographer V	25.59
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.42
15030 - Counter Attendant	8.42
15040 - Dry Cleaner	11.18
15070 - Finisher, Flatwork, Machine	8.42
15090 - Presser, Hand	8.42
15100 - Presser, Machine, Drycleaning	8.42
15130 - Presser, Machine, Shirts	8.42
15160 - Presser, Machine, Wearing Apparel, Laundry	8.42
15190 - Sewing Machine Operator	11.86
15220 - Tailor	12.39
15250 - Washer, Machine	9.36

19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.80
19040 - Tool and Die Maker	19.14
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.36
21020 - Material Coordinator	15.09
21030 - Material Expediter	15.09
21040 - Material Handling Laborer	11.17
21050 - Order Filler	11.59
21071 - Forklift Operator	13.41
21080 - Production Line Worker (Food Processing)	13.41
21100 - Shipping/Receiving Clerk	13.59
21130 - Shipping Packer	13.59
21140 - Store Worker I	10.30
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.44
21210 - Tools and Parts Attendant	12.79
21400 - Warehouse Specialist	12.79
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.37
23040 - Aircraft Mechanic Helper	15.53
23050 - Aircraft Quality Control Inspector	21.24
23060 - Aircraft Servicer	17.74
23070 - Aircraft Worker	18.63
23100 - Appliance Mechanic	19.06
23120 - Bicycle Repairer	13.49
23125 - Cable Splicer	22.58
23130 - Carpenter, Maintenance	21.59
23140 - Carpet Layer	17.91
23160 - Electrician, Maintenance	23.44
23181 - Electronics Technician, Maintenance I	18.47
23182 - Electronics Technician, Maintenance II	19.38
23183 - Electronics Technician, Maintenance III	22.20
23260 - Fabric Worker	16.13
23290 - Fire Alarm System Mechanic	20.08
23310 - Fire Extinguisher Repairer	16.90
23340 - Fuel Distribution System Mechanic	20.37
23370 - General Maintenance Worker	17.27
23400 - Heating, Refrigeration and Air Conditioning Mechanic	21.20
23430 - Heavy Equipment Mechanic	21.28
23440 - Heavy Equipment Operator	22.04
23460 - Instrument Mechanic	22.58
23470 - Laborer	12.46
23500 - Locksmith	17.75
23530 - Machinery Maintenance Mechanic	19.78
23550 - Machinist, Maintenance	22.13
23580 - Maintenance Trades Helper	14.51
23640 - Millwright	21.27
23700 - Office Appliance Repairer	21.37
23740 - Painter, Aircraft	18.91
23760 - Painter, Maintenance	18.54
23790 - Pipefitter, Maintenance	22.58
23800 - Plumber, Maintenance	20.62
23820 - Pneudraulic Systems Mechanic	20.37
23850 - Rigger	20.37
23870 - Scale Mechanic	18.63
23890 - Sheet-Metal Worker, Maintenance	22.58
23910 - Small Engine Mechanic	16.94
23930 - Telecommunication Mechanic I	22.58
23931 - Telecommunication Mechanic II	23.43
23950 - Telephone Lineman	22.58
23960 - Welder, Combination, Maintenance	18.52
23965 - Well Driller	18.58
23970 - Woodcraft Worker	18.52

23980 - Woodworker	15.36
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.94
24580 - Child Care Center Clerk	13.64
24600 - Chore Aid	9.82
24630 - Homemaker	16.34
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.16
25040 - Sewage Plant Operator	18.73
25070 - Stationary Engineer	20.16
25190 - Ventilation Equipment Tender	15.60
25210 - Water Treatment Plant Operator	18.21
27000 - Protective Service Occupations	
(not set) - Police Officer	22.54
27004 - Alarm Monitor	13.44
27006 - Corrections Officer	20.94
27010 - Court Security Officer	20.94
27040 - Detention Officer	20.94
27070 - Firefighter	19.07
27101 - Guard I	10.38
27102 - Guard II	11.21
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.73
28020 - Hatch Tender	15.21
28030 - Line Handler	15.21
28040 - Stevedore I	14.49
28050 - Stevedore II	15.95
29000 - Technical Occupations	
21150 - Graphic Artist	24.13
29010 - Air Traffic Control Specialist, Center (2)	30.80
29011 - Air Traffic Control Specialist, Station (2)	21.23
29012 - Air Traffic Control Specialist, Terminal (2)	23.38
29023 - Archeological Technician I	15.38
29024 - Archeological Technician II	17.71
29025 - Archeological Technician III	21.92
29030 - Cartographic Technician	21.92
29035 - Computer Based Training (CBT) Specialist/ Instructor	27.36
29040 - Civil Engineering Technician	20.37
29061 - Drafter I	14.10
29062 - Drafter II	15.84
29063 - Drafter III	17.71
29064 - Drafter IV	21.92
29081 - Engineering Technician I	13.98
29082 - Engineering Technician II	17.18
29083 - Engineering Technician III	19.57
29084 - Engineering Technician IV	22.98
29085 - Engineering Technician V	25.01
29086 - Engineering Technician VI	30.26
29090 - Environmental Technician	18.51
29100 - Flight Simulator/Instructor (Pilot)	27.55
29160 - Instructor	23.76
29210 - Laboratory Technician	18.64
29240 - Mathematical Technician	19.16
29361 - Paralegal/Legal Assistant I	12.50
29362 - Paralegal/Legal Assistant II	18.35
29363 - Paralegal/Legal Assistant III	21.84
29364 - Paralegal/Legal Assistant IV	26.39
29390 - Photooptics Technician	19.84
29480 - Technical Writer	28.82
29491 - Unexploded Ordnance (UXO) Technician I	19.57
29492 - Unexploded Ordnance (UXO) Technician II	23.68
29493 - Unexploded Ordnance (UXO) Technician III	28.38
29494 - Unexploded (UXO) Safety Escort	19.57

29495 - Unexploded (UXO) Sweep Personnel	19.57
29620 - Weather Observer, Senior (3)	18.48
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.51
29622 - Weather Observer, Upper Air (3)	17.51
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	14.14
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	13.23
31300 - Taxi Driver	10.14
31361 - Truckdriver, Light Truck	13.30
31362 - Truckdriver, Medium Truck	14.14
31363 - Truckdriver, Heavy Truck	18.73
31364 - Truckdriver, Tractor-Trailer	18.73
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.70
99030 - Cashier	8.93
99041 - Carnival Equipment Operator	10.65
99042 - Carnival Equipment Repairer	11.47
99043 - Carnival Worker	8.82
99050 - Desk Clerk	10.94
99095 - Embalmer	17.18
99300 - Lifeguard	8.27
99310 - Mortician	23.91
99350 - Park Attendant (Aide)	12.92
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.48
99500 - Recreation Specialist	16.00
99510 - Recycling Worker	13.70
99610 - Sales Clerk	11.34
99620 - School Crossing Guard (Crosswalk Attendant)	9.19
99630 - Sport Official	10.28
99658 - Survey Party Chief (Chief of Party)	21.04
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	19.15
99660 - Surveying Aide	15.80
99690 - Swimming Pool Operator	14.51
99720 - Vending Machine Attendant	10.85
99730 - Vending Machine Repairer	14.51
99740 - Vending Machine Repairer Helper	11.77

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service

includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)

(See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees

employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This

includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted

classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444

should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed (occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ATTACHMENT 10

AWARD TERM PLAN

1.0 INTRODUCTION

This is a basis for evaluation of the contractor's performance and for presenting an assessment of that performance to the Term Determining Official (TDO). The evaluation for the amount of term points to be awarded will begin at the start of the contract.

Award Term Contracting is effective when:

- performance metrics are objective,
- a long term business relationship is of value to the Government
- and the contractor, and
- the expected outcomes are known and upfront.

The specific criteria and procedures used to assess the contractor's performance and to determine the amount of award term earned are described here. All TDO decisions regarding the points, including but not limited to the amount of the award term points, if any; the methodology used to calculate the points; the calculation of the points; the contractor's entitlement to the points; and the nature and success of the contractor's performance are final and not subject to dispute.

The award term will be issued to the contractor through a unilateral contract modification based upon points earned as determined by the TDO.

2.0 ORGANIZATION

The award term organization consists of the Term Determining Official (TDO); an Award Term Review Board (ATRB), which consists of a chairperson, the contracting officer, a recorder, other functional area participants; advisory members, and the performance monitors.

3.0 RESPONSIBILITIES

- a. Term Determining Official. The TDO approves the award term plan and any significant changes. The TDO reviews the recommendation(s) of the ATRB, considers all pertinent data, and determines the earned award term points for each evaluation period. The TDO appoints the ATRB chairperson.
- b. Award Term Review Board Chairperson. The ATRB chairs the meetings of the ATRB and appoints the non-mandatory members of the board and the performance monitors. The ATRB chairperson briefs the TDO on recommended earned term amounts and the contractor's overall performance and recommends award term plan changes to the TDO.

- c. Award Term Review Board. ATRB members review performance monitors' evaluations of the contractor's performance, consider all information from pertinent sources, prepare interim performance reports, and arrive at the earned award term points recommendation to be presented to the TDO. The ATRB will also recommend changes to this plan. An assessment of the contractor's performance will be done on a yearly basis.
- d. ATRB Recorder. The ATRB recorder is responsible for coordinating the administrative actions required by the performance monitors, the ATRB and the TDO.
- e. Contracting Officer (KO). The KO is the liaison between the contractor and Government personnel. The KO evaluates the award term points available subsequent to the TDO decision and modifies the contract period of performance, if necessary, to reflect the decision.
- f. Performance Monitors. Performance monitors maintain written records of the contractor's performance in their assigned evaluation area(s) to ensure that a fair and accurate evaluation is obtained. Monitors prepare interim end-of the period evaluation reports as directed by the ATRB.

4.0 AWARD TERM PROCESSES

- a. Available Award Term Points. The earned award term points will be based on the contractor's performance during each evaluation period. An accumulation of positive points (i.e. +50, +75 or +100) is required for a one-year term extension and an accumulation of negative points (i.e. -50, -75, or -100) results in a one-year reduction in the contract period. The point system will be tailored to this acquisition upon award.
- b. Evaluation Criteria. If the KO does not give specific notice in writing to the contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding period will be used in the following award term evaluation period. Modifications to the plan shall take effect in the next evaluation period.
- c. Interim Evaluation Process. Interim evaluation will be conducted at least every six months. At the discretion of the TDO interim evaluations may take place more frequently (i.e. major milestones). The ATRB Recorder will notify each ATRB member and performance monitor 14 calendar days before the midpoint of the evaluation period. Performance monitors will submit their evaluation reports to the ATRB 21 calendar days prior to this notification. The ATRB will determine the interim evaluation results and notify the contractor of the strengths and weaknesses for the current evaluation period. The KO may also issue letters at any other time when it is deemed necessary to highlight areas of Government concern.

- d. End of period Evaluations. The ATRB Recorder will notify each ATRB member and performance monitor 14 calendar days before the end of the evaluation period. The contractor presents its self-assessment to the KO within five working days after the end of the evaluation period. This written assessment of the contractor's performance throughout the evaluation period may also contain any information that may be reasonably selected to assist the ATRB in evaluating its performance. The self-assessment may not exceed 25 pages. Performance monitors submit their evaluation reports to the ATRB 14 calendar days after the end of the evaluation period. The ATRB forwards copies to the contractor. The performance monitors provide oral presentations to the ATRB 21 days after the end of the evaluation period. The contractor is then given an opportunity to address the performance monitor evaluations. The ATRB prepares its evaluation report and recommendation of earned or unearned award-term-points. The ATRB briefs the evaluation report and recommendation to the TDO within 30 calendar days after the end of the evaluation period. The TDO determines the overall award term points for the evaluation within 45 calendar days after each evaluation period. The TDO letter informs the contractor of the earned award term points and the total cumulative points. Upon accumulation of sufficient award term points, the KO issues a modification within 15 calendar days after the TDO's decision is made authorizing an award extension or reduction based on the earned or unearned award term points.

5.0 AWARD TERM PLAN CHANGE PROCEDURE.

Proposed changes to the award term plan will be bilateral. If either party desires a change to the award term plan and a mutual agreement cannot be reached, the original award term plan will remain in effect.

ATTACHMENT NO. 11
PAST PERFORMANCE QUESTIONNAIRE

Title of Project: _____ Prime () or Sub ()

Contract Number: _____

Description and Location of Work (Including Container Type, Delivery Method, etc.) _____

Dates of Contract
Performance: _____

Contract Type (Firm Fixed Price; Cost Reimbursement; Time and Materials)

Contracting Agency: _____

Points of Contact:

Name: _____

Number: _____

Name: _____

Number: _____

1. How would you describe the quality of the services performed by the contractor? (circle one)

Exceptional Very Good Satisfactory Marginal Unsatisfactory

2. Was the contractor's performance timely (including timeliness of reports and shipping documents)? (circle one)

Exceptional Very Good Satisfactory Marginal Unsatisfactory

3. Were the contractor's service/delivery prices reasonable? (circle one)

Exceptional Very Good Satisfactory Marginal Unsatisfactory

4. Were the contractor's business practices effective, including management of subcontractors? (circle one)

Exceptional Very Good Satisfactory Marginal Unsatisfactory

5. Was the contractor's approach to product delivery customer oriented, and were you satisfied with the contractor's overall performance? (circle one)

Exceptional Very Good Satisfactory Marginal Unsatisfactory

6. Were the contractor's key personnel knowledgeable and helpful? (circle one)

Exceptional Very Good Satisfactory Marginal Unsatisfactory

7. Did the contractor perform deliveries in a safe manner? (circle one)

Exceptional Very Good Satisfactory Marginal Unsatisfactory

Safety record: ____ Accidents, ____ Incidents, ____ Violations

8. How would you rate the contractor's overall performance? (circle one)

Exceptional Very Good Satisfactory Marginal Unsatisfactory

ADDITIONAL COMMENTS: (Please use this space to provide comments on the above ratings and information on the Contractor's overall performance to include any performance problems that were encountered and if so how they were resolved).
